

## EXHIBIT 1

### **INVASIVE SPECIES CONTROL SERVICES AND LICENSE AGREEMENT BETWEEN CITY OF DULUTH AND COMMUNITY ACTION DULUTH**

THIS INVASIVE SPECIES CONTROL SERVICES AND LICENSE AGREEMENT (this "Agreement") is entered into by and between COMMUNITY ACTION DULUTH, a Minnesota non-profit corporation ("CAD"), and the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("City").

The parties acknowledge the following:

A. City owns numerous parcels of real property in the areas known as Hartley Park, the Western Waterfront Trail, Lincoln Park, and Kingsbury Creek.

The portions of Hartley Park subject to this Agreement are depicted in green within the red outline on the attached Exhibit A-1. A list of the tax parcel numbers assigned to the City-owned parcels of real property involved in this Agreement pertaining to Hartley Park is attached as Exhibit A-2 (the "Hartley Park Property").

The portions of the Western Waterfront Trail subject to this Agreement are depicted in green within the red outline areas on the attached Exhibits B-1 and B-2. A list of the tax parcel numbers assigned to the City-owned parcels of real property involved in this Agreement pertaining to the Western Waterfront Trail is attached as Exhibit B-3 (the "Western Waterfront Trail Property").

The portions of Lincoln Park subject to this Agreement are depicted in green within the red outline area on the attached Exhibit C-1. A list of the tax parcel numbers assigned to the City-owned parcels of real property involved in this Agreement pertaining to Lincoln Park is attached as Exhibit C-2 (the "Lincoln Park Property").

The portions of Kingsbury Creek subject to this agreement are depicted in green within the red outline area on the attached Exhibit D-1. A list of the tax parcel numbers assigned to the City-owned parcels of real property involved in this Agreement pertaining to Kingsbury Creek is attached as Exhibit D-2 (the "Kingsbury Creek Property").

The Hartley Park Property, Western Waterfront Trail Property, Lincoln Park Property, and Kingsbury Creek Property are collectively referred to as the "City Property."

B. CAD applied for and received a grant from the U.S. Environmental Protection Agency (the "Grant"), a copy of which is attached as Exhibit E. The Grant will, among other things, fund the control and removal of invasive species in certain areas within the City of Duluth, including within the City Property (the "Project").

C. CAD, through its Stream Corps Program, has represented itself as fully capable of providing the eradication of invasive species services to complete the Project and is qualified and willing to perform the Project.

D. CAD and City desire to enter into this Agreement to allow CAD to complete the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. THE LICENSE.

A. Subject to the terms and conditions set forth in this Agreement, City grants to CAD a non-exclusive license to enter and occupy the City Property for the purpose of completing the Project. The Project shall be completed by CAD at no cost to City.

B. CAD acknowledges and understands that the City Property is public property, and the cooperation of all users and coordination of activities is required. This cooperation includes ingress and egress and use of amenities and related improvements. CAD agrees that the City's Property and Facilities Manager (the "Manager") shall ultimately determine the appropriate use of the City Property and shall decide any disputes between CAD and any other users of the City Property.

C. CAD's use of the City Property shall in no way limit or restrict City's or the public's use of the City Property. City shall continue to enjoy unlimited access to the City Property during the Term (defined below).

D. CAD shall be responsible for all of its employee compensation in connection with the Project, including but not limited to payroll and all other expenses. CAD's staff members shall be employees or agents solely of CAD and not employees or agents of the City.

E. CAD will work in coordination with City's Parks Department on the Project, with Jim Shoberg serving as the primary contact for City with respect to the Project (unless another individual is appointed by City).

II. TERM OF THE AGREEMENT. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on or about April 1, 2018, and shall continue through September 30, 2019, unless earlier terminated (the "Term").

III. *Intentionally Omitted.*

IV. LIMITED USE. CAD agrees that the City Property will only be used to work on the Project and for no other purpose. The services to be provided by CAD are described as follows:

(A) Eliminate and control the following types of invasive species found on the City Property: Phragmites, Buckthorn, Honeysuckle, Garlic Mustard, Japanese Knotweed, and Wild Parsnip (collectively, the “Invasive Species”). A more detail description of the methods to be used are described on the attached Exhibit F.

(B) The Invasive Species shall be mechanically and chemically controlled utilizing best practices as follows:

(1) Buckthorn and Honeysuckle

(a) Mechanical Control: chainsaws will be utilized to remove stems and loppers will be used to remove re-sprouts and new stems. The Hartley Park Property, the Western Waterfront Trail Property, the Lincoln Park Property, and the Kingsbury Creek Property will each be broken into smaller zones and each zone will be treated following the Aldo Leopold Foundation Model.

(b) Chemical Control: Garlon 4, which is a mixture of Triclopyr (61.6%) and other inert ingredients (38.4%) will be mixed with Bark Oil Blue, an indicator dye, to form the herbicide used for treatment. The herbicide will be applied using backpack sprayers and/or a handheld applicator called a Buckthorn Blaster. Element 4 and or Basal Bark may also be used as an herbicide.

(2) Phragmites

(a) Mechanical Control: stands will be cut approximately six (6) inches or less from the ground or ice with weed whips retrofitted with brush saw blades.

(b) Chemical Control: Imazapyr (Habitat) will be applied at a ratio of six (6) pints per acre.

(3) Wild Parsnip

(a) Mechanical Control: using a shovel, the entire root of the plant will be cut just under the soil. In some soil types, the plants can be pulled out of the ground by hand. For larger populations of the plant, a power brush-cutter will be used after peak flowering and before the sets set.

(b) Chemical Control: chemical controls will be used sparingly on quality habitats. Chemical control consists of burning of the

specific site, followed by spot application of herbicide. The herbicide to be used will be 2, 4-D, Escort, or glyphosate chemicals.

(4) Japanese Knotweed

(a) Mechanical Control: none will be used.

(b) Chemical Control: a JK injection tool will be used to inject herbicide directly into the hollow cane of the plant. As a substitute for the JK injection tool, a simple probe will be used to inject the herbicide.

(5) Garlic Mustard

(a) Mechanical Control: Removal of the species by pulling roots from the ground.

(b) Chemical control: None will be used.

(C) All mechanical and chemical control methods shall comply with applicable laws and rules. CAD is responsible to obtain any and all required permits needed for the mechanical and chemical control methods used.

(D) Best practices shall be used to dispose of the Invasive Species removed and their seeds to prevent the further spread of the Invasive Species to new habitats.

(E) Any activities not approved by the Manager may be grounds for termination of this Agreement.

V. ADDITIONAL AUTHORIZATION. CAD acknowledges that this Agreement only pertains to the City Property and agrees to obtain the proper permissions from other property owners, if necessary.

VI. TERMINATION.

(A) City may terminate this Agreement with or without cause by providing at least fourteen (14) calendar days' written notice to CAD.

(B) City may terminate this Agreement immediately on notice to CAD if City believes in good faith that the health, welfare, or safety of occupants or neighbors of the City Property would be placed in immediate jeopardy by the continuation of this Agreement.

VII. REPRESENATIONS AND WARRANTIES.

(A) City makes no representation that the City Property is suitable for any particular purpose or specific uses and CAD accepts the City Property in "as is" condition without representations or warranties of any kind.

(B) CAD represents and warrants that it shall perform its duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.

(C) CAD represents and warrants that CAD and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

VIII. MAINTENANCE AND RESTORATION.

(A) CAD agrees to exercise reasonable care in performance of the Project. Throughout the Term and immediately after completion of the Project, CAD will monitor the City Property to determine the effectiveness of its invasive species removal. CAD will also determine the rate of return of the native species following the invasive species removal. Promptly following the completion of the Project, CAD will provide a report to the City regarding the conditions of the City Property and a summary of the Project effectiveness. The U.S. Department of Agriculture, Forest Service, shall monitor CAD's work the completion of the Project as provided in the Grant.

(B) Prior to expiration of the Term, CAD shall restore the City Property to the equivalent of its original condition at the time of execution of this Agreement or better, or, upon demand, pay to City the reasonable costs incurred by City to repair any damage done to the City Property by CAD, its employees, servants, agents, contractors, invitees, and licensees.

(C) CAD shall not make any alterations or improvements to the City Property that are not herein described without the prior written consent of City and then only upon the terms and conditions which may be imposed by City. CAD agrees to pay to City upon demand the reasonable costs incurred by City to repair any damage done to the City Property by CAD, its employees, servants, agents, contractors, invitees, and licensees during the Term.

IX. HOLD HARMLESS. To the extent allowed by law, CAD shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from: (a) CAD's breach of this Agreement; (b) CAD's negligence or misconduct or that of its

agents or contractors in completing any portion of the Project; (c) any claims arising in connection with CAD's employees or contractors; or (d) the use of any materials supplied by CAD to City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

X. INSURANCE.

(A) During the Term, CAD shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) aggregate per occurrence for personal bodily injury and death. City shall be named as an additional insured therein. CAD's insurance policies shall cover:

1. Public Liability, including premises and operations coverage.
2. Independent contractors - protective contingent liability.
3. Personal injury.
4. Owned, non-owned and hired vehicles.
5. Contractual liability covering the indemnity obligations set forth herein.

(B) CAD shall provide to City a Certificate of Insurance in form acceptable to the Duluth City Attorney's Office evidencing such insurance coverages. City does not represent or guarantee that these types or limits of coverage are adequate to protect CAD's interests and liabilities. The form of the Certificate of Insurance shall (i) contain an unconditional requirement that the insurer notify City not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate; and (ii) provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against City. The use of an "Accord" form as a Certificate of Insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as required by the Duluth City Attorney's Office.

(C) During the Term, CAD shall also have workers' compensation insurance in accordance with applicable law.

XI. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting CAD or CAD personnel as an agent, representative, or employee of City for any purpose or in any manner whatsoever. CAD and its employees shall not be considered employees of City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of CAD's employees or agents while so engaged, shall in no way be the responsibility of City.

XII. ASSIGNMENT. CAD shall not in any way assign or transfer its rights or interests under this Agreement. However, CAD may hire subcontractors to work on the Project. Any subcontractor hired by CAD shall procure the required insurance coverages as described in Section X above and provide proof of coverage to City prior to conducting any work on the City Property. CAD shall remain primarily responsible for all work performed by any subcontractor.

XIII. LAWS, RULES AND REGULATIONS.

(A) CAD agrees to conduct its activities related to the City Property in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, City of Duluth, including, but not limited to, all laws, rules, and regulations relating to accessibility standards under the Americans with Disabilities Act. CAD shall not unlawfully discriminate and shall comply with all applicable federal and state laws regarding non-discrimination.

(B) CAD agrees to procure, at CAD's expense, all licenses, permits, approvals and permissions necessary for carrying out its obligations under this Agreement and completing the Project.

(C) CAD shall ensure that its staff members complete the Project in a professional and diligent manner and shall use its best efforts to complete the Project in accordance with Project timelines and schedules.

(D) CAD shall comply with all terms and conditions of the Grant.

XIV. RECORDS RETENTION. CAD agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement for six (6) years after termination or expiration of this Agreement for any reason.

XV. GOVERNMENT DATA PRACTICES. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by Minn. Stat. § 13.05, Subd. 11. CAD shall comply with Minn. Stat. § 13.05, Subd. 11. CAD agrees to hold City, its officers, and employees harmless from any claims resulting from CAD's failure to comply with this law.

XVI. WAIVER. The waiver by City or CAD of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition in this Agreement.

XVII. SEVERABILITY. CAD and City agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and

the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

XVIII. NO THIRD PARTY RIGHTS. This Agreement is to be construed and understood solely as an agreement between CAD and City regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person shall have the right to make a claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which may be waived at any time by mutual agreement between the parties.

XIX. NOTICES. Notices provided pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

Community Action Duluth	City of Duluth
Attn: Ms. Angie Miller	Attn: City Property and Facilities Manager
2424 W. 5th St., Suite 102	1532 W. Michigan Street
Duluth, Minnesota 55806	Duluth, Minnesota 55806

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

XX. INCIDENT REPORT. CAD shall promptly notify City in writing of any incident of injury or loss or damage to the City Property or any staff members or invitees occurring on the City Property during the Term. Such written report shall be in a form acceptable to City's Claims Investigator and Adjuster and sent to the Manager. A copy of City's form of Incident Report is attached hereto as Exhibit G.

XXI. COMPLIANCE WITH AGREEMENT. The rights of CAD to use the City Property are subject to CAD's compliance with the undertakings, provisions, covenants, and conditions set forth in this Agreement.

XXII. APPLICABLE LAW. This Agreement, together with all of its paragraphs, terms, and provisions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

XXIII. AMENDMENTS. All amendments to this Agreement shall be in writing and shall be executed in the same manner as this Agreement.

XXIV. AUTHORITY TO EXECUTE AGREEMENT. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the individuals who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said individuals will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions of this Agreement.

XXV. 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.

XXVI. ENTIRE AGREEMENT. This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. The exhibits to this Agreement include the following:

- Exhibit A-1 Hartley Park Property Map
- Exhibit A-2 Hartley Park Property Tax Parcel List
- Exhibit B-1 Western Waterfront Trail Property Map
- Exhibit B-2 Western Waterfront Trail Property Map
- Exhibit B-3 Western Waterfront Trail Property Tax Parcel List
- Exhibit C-1 Lincoln Park Property Map
- Exhibit C-2 Lincoln Park Property Tax Parcel List
- Exhibit D-1 Kingsbury Creek Property Map
- Exhibit D-2 Kingsbury Creek Property Tax Parcel List
- Exhibit E U.S. Environmental Protection Agency Grant
- Exhibit F Description of Removal/Control Methods
- Exhibit G City of Duluth Incident Report

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF DULUTH, MINNESOTA

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk

Dated: \_\_\_\_\_

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

COMMUNITY ACTION DULUTH

By: Ange Miller

Its: Executive Director  
Title: Community Action Duluth

Dated: 3/29/18



**EXHIBIT A-2**

**HARTLEY PARK PROPERTY TAX PARCEL NUMBERS**

010-4405-00200  
010-4405-00210  
010-2710-02820  
010-2710-02825  
010-2710-02830  
010-2710-02840  
010-2710-02860  
010-2710-00525  
010-2710-00526  
010-2710-00560  
010-2710-00572  
010-2710-00585  
010-2710-00590  
010-2710-00595  
010-2710-00596  
010-2710-00600  
010-2710-00350  
010-2710-00330  
010-2710-03170  
010-2710-03200  
010-2710-03185  
010-2710-03180  
010-2710-03195  
010-2710-03190  
010-2710-03210  
010-2710-03245  
010-2710-03100

# Exhibit B1

## Western Waterfront Trail Property Map

### Legend

#### Parcels

<all other values>

#### Titleholder

CITY OF DULUTH

STATE OF MN

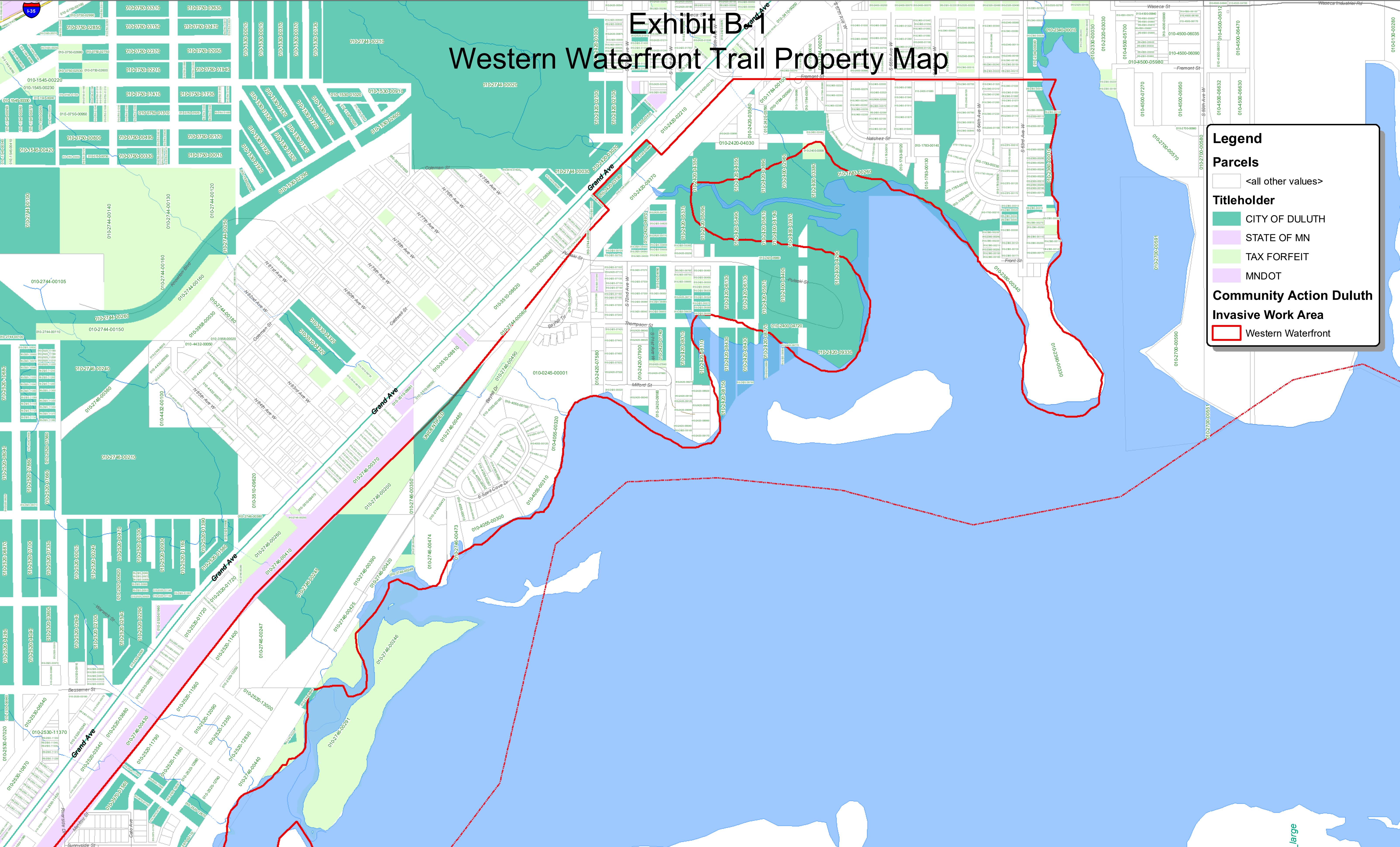
TAX FORFEIT

MNDOT

#### Community Action Duluth

#### Invasive Work Area

Western Waterfront



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

**Invasive Species Eradication Area**  
Area Name: Western Waterfront #1

0 0.05 0.1 0.2 Miles  
1 inch = 0.06 miles

Printed  
3/28/2018



Invasive Areas\_Large

# Exhibit B-2

## Western Waterfront Trail Property Map

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# Invasive Species Eradication Area

## Area Name: Western Waterfront #2

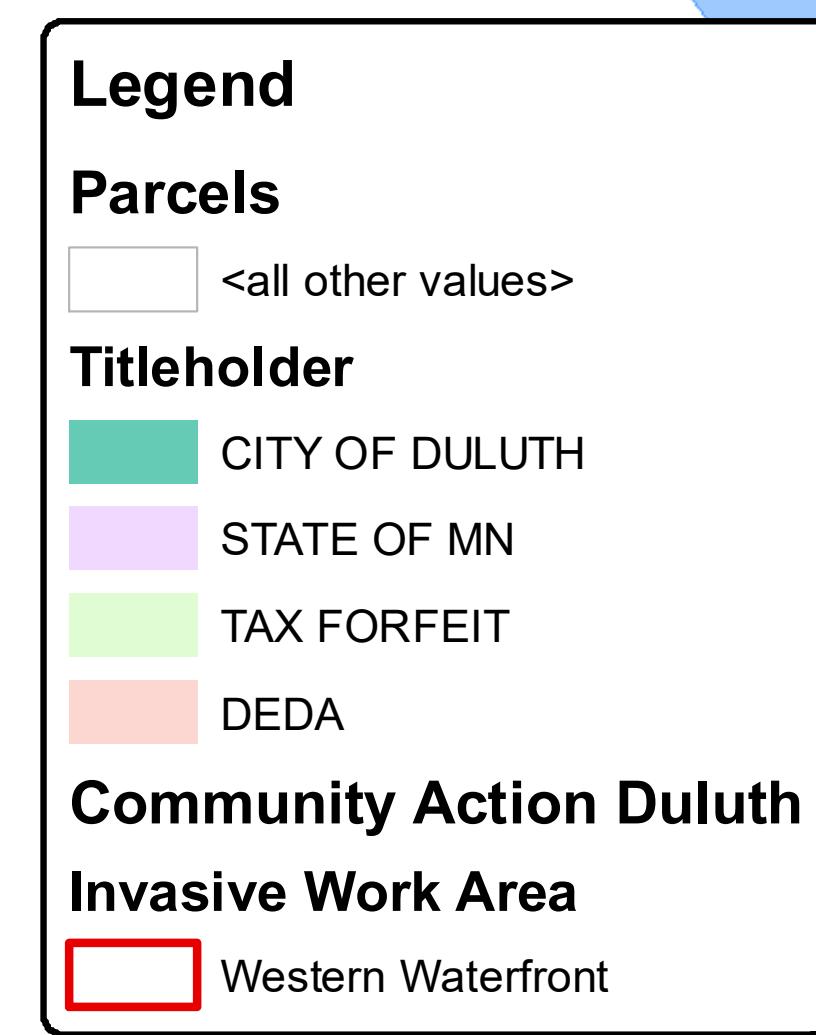
0 0.05 0.1 0.2 Miles

1 inch = 0.06 miles

Printed  
3/28/2018



## *Invasive Areas\_large*



**EXHIBIT B-3**  
**WESTERN WATERFRONT PROPERTY TAX PARCEL LIST**

010-2746-00441	010-2420-04970	010-2520-12510
010-2390-00300	010-2420-05090	010-2520-11930
010-2390-00310	010-2420-05210	010-3970-02090
010-2380-00010	010-2420-05360	010-3970-02100
010-2380-00020	010-2420-05370	010-3970-02110
010-2380-00030	010-2420-05490	010-2746-00550
010-2380-00040	010-2420-05810	010-2820-02370
010-2380-00050	010-2420-05960	010-2820-02360
010-2380-00060	010-2420-05970	010-2820-02350
010-2400-03970	010-2420-06130	010-2820-02680
010-2400-04140	010-2420-06530	010-2820-02690
010-2400-04290	010-2420-06540	010-2820-02700
010-2400-04400	010-2420-06570	010-2820-02520
010-2400-04720	010-2420-06580	010-3270-01140
010-2420-03530	010-2420-06590	010-3270-01130
010-2420-03460	010-2420-06620	010-2550-02240
010-1783-00260	010-2420-06710	010-2550-02300
010-2350-00010	010-2420-06780	010-2550-03760
010-2350-00040	010-2420-06880	010-2550-04160
010-2350-00070	010-2420-06900	010-2550-04370
010-2350-00080	010-2420-03190	010-2550-05080
010-2350-00090	010-2420-04720	010-2746-00290
010-2350-00100	010-2420-04750	010-2746-00248
010-2350-00110	010-2420-04690	010-2746-00245
010-2360-00010	010-2420-04670	010-3300-04620
010-2400-02960	010-2420-07740	010-2350-00065
010-2420-03890	010-2420-08310	010-2350-00125
010-2420-04050	010-2420-08110	010-2350-00130
010-2420-04350	010-2420-08900	010-2350-00140
010-2420-04630	010-2420-09290	010-2350-00150
010-2420-04650	010-2420-09330	010-2350-00160
010-2420-04770	010-3970-01700	010-2520-12670
010-2420-04890	010-3970-01560	010-3970-02091
010-2420-04900	010-3970-00670	
010-2420-04950	010-2520-11770	

# Exhibit C-1

## Lincoln Park Property Map

The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown. This drawing/data is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this data.

# Invasive Species Eradication Area

## Area Name: Lincoln

0    0.035    0.07    0.14 Miles

1 inch = 0.04 miles

Printed  
3/28/2018



## Invasive Areas large

<b>Legend</b>	
<b>Parcels</b>	
	<all other values>
<b>Titleholder</b>	
	ISD #709
	CITY OF DULUTH
	STATE OF MN
	TAX FORFEIT
	MNDOT
	DEDA

# Community Action Duluth

## Invasive Work Area

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**EXHIBIT C-2**  
**LINCOLN PARK PROPERTY TAX PARCEL LIST**

PARCEL  
010-2110-03330  
010-2110-03340  
010-2110-05010  
010-2110-07040  
010-4050-00870  
010-4050-01320  
010-4050-01750  
010-4050-02200  
010-4050-02520  
010-4050-02740  
010-4050-02840  
010-4050-03310  
010-4050-03450  
010-4050-03500  
010-1180-01860  
010-1180-01940  
010-1180-02040  
010-1180-02000  
010-1180-03420  
010-1220-01770  
010-1220-02030  
010-4050-02040  
010-4050-00660  
010-1220-06290



**EXHIBIT D-2**  
**KINGSBURY CREEK PROPERTY TAX PARCEL LIST**

010-1545-00340	010-0750-01860
010-1545-00420	010-0750-01850
010-1545-00010	010-0750-01870
010-1545-00250	010-0750-02210
010-1545-00260	010-0750-01940
010-1545-00270	010-0750-02750
010-1545-00280	010-0750-02370
010-1545-00290	010-0750-02050
010-1545-00240	010-0750-02850
010-1545-00330	010-0750-03150
010-1545-00170	010-0750-03470
010-1545-00180	010-0750-03310
010-1545-00190	010-0750-03630
010-1545-00200	010-0750-01930
010-1545-00210	010-0750-01890
010-0750-00170	010-0750-02530
010-0750-00010	010-0750-02980
010-0750-00330	010-0750-03110
010-0750-00450	010-0750-03620
010-0750-00470	010-0750-03610
010-0750-00490	010-0750-02990
010-0750-00620	010-0750-02840
010-0750-00610	010-2744-00020
010-0750-00730	010-2744-00070
010-0750-00800	010-2744-00080
010-0750-01100	010-2744-00210
010-0750-00650	010-1530-00010
010-0750-00720	010-1530-00370
010-0750-01040	010-1530-00730
010-0750-01190	010-1530-00910
010-0750-01310	010-1530-01020
010-0750-01570	010-1530-01220
010-0750-01410	010-1530-01520
010-0750-01730	010-1530-01920
010-0750-01250	010-1530-02240
010-0750-01300	010-1530-02290
010-0750-01260	010-1530-02600
010-0750-01650	010-2744-00100
010-0750-01670	
010-0750-01660	
010-0750-01640	
010-0750-01680	

# Exhibit E

## U.S. Environmental Protection Agency Grant

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	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00E02251 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> GL	<b>DATE OF AWARD</b> 09/11/2017
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/18/2017
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 50572
		<b>RECIPIENT TYPE:</b> Not for Profit	
<b>RECIPIENT:</b> Community Action Duluth 2424 W 5th St, Suite 102 Duluth, MN 55806-1500 EIN: 41-1410670		<b>PAYEE:</b> Community Action Duluth 2424 W 5th St, Suite 102 Duluth, MN 55806-1500	
<b>PROJECT MANAGER</b>	<b>EPA PROJECT OFFICER</b>	<b>EPA GRANT SPECIALIST</b>	
Brandon Van Tassel 2424 W 5th St, Suite 102 Duluth, MN 55806-1500 <b>E-Mail:</b> brandon@communityactionduluth.org <b>Phone:</b> 218-726-1665	Danielle Green 77 West Jackson Blvd., GL-9J Chicago, IL 60604-3507 <b>E-Mail:</b> green.danielle@epa.gov <b>Phone:</b> 312-886-7594	Alicia Sanders Assistance Section, MC-10J <b>E-Mail:</b> sanders.alicia@epa.gov <b>Phone:</b> 312-886-1972	
<b>PROJECT TITLE AND DESCRIPTION</b>  Stream Corps Restoration in the Lake Superior Watershed			
Community Action Duluth-Stream Corps, utilizing the civilian conservation corps model, will carry out restoration projects in the St. Louis River Area of Concern and the South Lake Superior Watershed. The project will eliminate or control invasive species on up to 300 acres. Stream Corps helps people learn marketable job skills while enhancing habitat and biodiversity.			
<b>BUDGET PERIOD</b> 08/01/2017 - 09/30/2019	<b>PROJECT PERIOD</b> 08/01/2017 - 09/30/2019	<b>TOTAL BUDGET PERIOD COST</b> \$489,101.00	<b>TOTAL PROJECT PERIOD COST</b> \$489,101.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 01/13/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$458,967. EPA agrees to cost-share 94.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$458,967. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b>		<b>ORGANIZATION / ADDRESS</b>	
U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		U.S. EPA, Region 5 Great Lakes National Program Office 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Bruce Sypniewski - Acting Assistant Regional Administrator			<b>DATE</b> 09/11/2017

# Exhibit E

## U.S. Environmental Protection Agency Grant

### EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 458,967	\$ 458,967
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 30,134	\$ 30,134
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 489,101	\$ 489,101

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Consolidated Appropriations Act 2016 Public Law No: 114-113.	2 CFR 200 2 CFR 1500 and 40 CFR 33

<b>Fiscal</b>										
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation	
-	1705HDX078	1617	B	05HCD	202BJ7XF2	4116	-	-	-	458,967
										458,967

**Exhibit E**  
**U.S. Environmental Protection Agency Grant**

# Exhibit E

## U.S. Environmental Protection Agency Grant

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Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
<b>1. Personnel</b>	\$258,720
<b>2. Fringe Benefits</b>	\$51,744
<b>3. Travel</b>	\$27,321
<b>4. Equipment</b>	\$10,249
<b>5. Supplies</b>	\$49,554
<b>6. Contractual</b>	\$14,648
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$34,468
<b>9. Total Direct Charges</b>	\$446,704
<b>10. Indirect Costs: % Base see table b</b>	\$42,397
<b>11. Total (Share: Recipient 6.00 % Federal 94.00 %.)</b>	\$489,101
<b>12. Total Approved Assistance Amount</b>	\$458,967
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$458,967
<b>15. Total EPA Amount Awarded To Date</b>	\$458,967

### SUMMARY OF INDIRECT COST RATES

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
<b>1. 10% De Minimis x MTDC</b>	\$
<b>2.</b>	\$
<b>3.</b>	\$
<b>4.</b>	\$
<b>5.</b>	\$
<b>6.</b>	\$
<b>7.</b>	\$
<b>8.</b>	\$
<b>9.</b>	\$
<b>10.</b>	\$
<b>11. Total (Share: Recip % Fed %)</b>	\$
<b>12. Total Approved Assistance Amount</b>	\$

# Exhibit E

## U.S. Environmental Protection Agency Grant

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### **Administrative Conditions**

#### **GENERAL TERMS AND CONDITIONS**

The recipient agrees to comply with the current EPA general terms and conditions available at :

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later>.

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

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

#### **PARTIAL FUNDING FOR PROPOSED ELIMINATED PROGRAMS**

The **Total Approved Assistance Amount** identified on line 12 of the budget table of this award is contingent upon the availability of continued funding and final federal budget decisions . If a determination is made that affects this amount, your organization will be notified and this agreement will be amended .

#### **UTILIZATION OF SMALL , MINORITY AND WOMEN 'S BUSINESS ENTERPRISES**

##### **GENERAL COMPLIANCE , 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements , contained in 40 CFR, Part 33.

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##### **REPORTING PROVISION**

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the condition above and is not subject to the reporting requirements of the Disadvantaged Business Enterprise (DBE) Program. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subwards or loans in the "Other" category exceeds \$150,000, annual reports will be required in accordance with the reporting paragraph below and you are required to notify your grant specialist for additional instructions .

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Efforts requirements as described in 40 CFR Part 33 Subpart C and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

##### **MBE/WBE REPORTING , 40 CFR, Part 33, Subpart E**

When required, MBE/WBE reports must be submitted annually. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

# Exhibit E

## U.S. Environmental Protection Agency Grant

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator**  
USEPA, Acquisition and Assistance Branch  
77 West Jackson Boulevard (MC-10J)  
Chicago, IL 60604

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

### **FAIR SHARE OBJECTIVES , 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements .

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption .

### **Accepting the Fair Share Objectives /Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the MINNESOTA POLLUTION CONTROL AGENCY as follows:

**MBE: 0.2%      WBE: 0.2%**

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction , supplies, services and equipment, in the same or similar relevant geographic buying market as MINNESOTA POLLUTION CONTROL AGENCY .

### **Negotiating Fair Share Objectives /Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis , or disparity study , of qualified MBEs and WBEs in their relevant geographic buying market for construction , services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective /goals are submitted.

# Exhibit E

## U.S. Environmental Protection Agency Grant

### **SIX GOOD FAITH EFFORTS , 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST , 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

### **EXTENSION OF PROJECT /BUDGET PERIOD EXPIRATION DATE**

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

### **MANDATORY GRANT MANAGEMENT TRAINING FOR NON -PROFIT RECIPIENTS**

# Exhibit E

## U.S. Environmental Protection Agency Grant

Recipient acknowledges that two employees of this recipient organization must complete the mandatory on-line training, "EPA Grant Management Training for Non-Profit Applicants and Recipients." One person must be the project manager, or equivalent, for this assistance agreement. The other individual must be the person authorized to draw down funds for this assistance agreement. The training must be completed by both employees prior to the return of the award document to EPA and the receipt of any grant funds. The course can be accessed at:

<http://www.epa.gov/ogd/>

At the end of the course the recipient must print out, sign and return the certificate of completion with the affirmation of acceptance to the appropriate grants office. The training certification will expire 3 years from the last training date. No funds will be released to the recipient by EPA until the required training is completed.

### **NON-PROFIT - UNPAID FEDERAL TAX LIABILITIES AND FELONY CONVICTIONS**

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2014, Public Law 113-76, Division G, Title IV, Sections 422 and 423 regarding unpaid federal tax liabilities and federal felony convictions, which also have been included in prior appropriations acts. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of Sections 422 and 423.

### **PARTIAL FUNDING FOR PROPOSED ELIMINATED PROGRAMS**

The **Total Approved Assistance Amount** identified on line 12 of the budget table of this award is contingent upon the availability of continued funding and final federal budget decisions. If a determination is made that affects this amount, your organization will be notified and this agreement will be amended.

### **Programmatic Conditions**

#### **ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING**

**All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L )**

**Performance Reports :** The recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

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

#### **MEETINGS / CONFERENCES / TRAVEL COSTS**

# Exhibit E

## U.S. Environmental Protection Agency Grant

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer. Specifically, at least 45 days in advance, the recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and estimated travel costs. The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable. In addition, the recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs and in certain instances, the US Department of State. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

### REPORTING

**[A] Semi-annual progress reports :** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by April 30 and October 30 of each year, through the life of the assistance agreement. Reporting periods shall be the 6 month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

- (1) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan II measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan II: <http://www.greatlakesrestoration.us/actionplan/pdfs/glri-action-plan-2.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan II Measures Reporting Plan as periodically updated by the EPA at <<http://www.epa.gov/great-lakes-funding>>, particularly:

#### # 2.2.1 Measure of Progress

Number of aquatic/terrestrial acres controlled by GLRI-funded projects

- (2) Object Class Category changes;
- (3) Corrective actions;
- (4) Projected new work;
- (5) Percent completion of scheduled work;
- (6) Percent of budgeted amounts spent;
- (7) Any change in principal investigator;
- (8) Any change needed in project period,
- (9) Date and amount of latest drawdown request; and
- (10) Delays or adverse conditions which materially impair the ability to meet the outputs /outcomes specified in the assistance agreement workplan.

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

# Exhibit E

## U.S. Environmental Protection Agency Grant

**[B] Final Report:** The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan II measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 90 days after the end of the project period**. All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

### **[C] Geospatial Data Reporting**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

### **LEVERAGING**

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 01/13/2017. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 01/13/2017 EPA may take action as authorized by 2 CFR Part 180 as applicable.

### **VOLUNTARY COST-SHARE OR OVERMATCH**

This award and the resulting federal funding of \$458,967.00 is based on estimated costs requested in the

# Exhibit E

## U.S. Environmental Protection Agency Grant

recipient's application dated 01/13/2017. Included in these costs is a voluntary cost-share contribution of \$30,134.00 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated 01/13/2017. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated 01/13/2017 EPA may take action as authorized by 2 CFR Part 180 as applicable.

### **CYBERSECURITY - ALL OTHER RECIPIENTS BESIDES STATES & TRIBES**

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

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

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

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

### **QUALITY SYSTEM DOCUMENTATION**

This project has been determined to involve use of existing environmental data or collection of new environmental data (use or collection of environmental data). Acceptable Quality System Documentation must be submitted to the EPA Project Officer within 90 days of the acceptance of this agreement. The recipient **may not incur cost** for work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology until the EPA Project Officer, in concert with the EPA Quality Manager, has approved the Quality System Documentation.

# Exhibit E

## U.S. Environmental Protection Agency Grant

### COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL DATA

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA project officer for this award.

### TIMELY FISCAL EXPENDITURES

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

### BEST MANAGEMENT PRACTICE

Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

### HEALTH, SAFETY, AND ENVIRONMENTAL COMPLIANCE

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

### DISPOSITION OF WASTES

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

## EXHIBIT F

### DESCRIPTION OF REMOVAL/CONTROL METHODS OF INVASIVE SPECIES

#### Buckthorn (glossy & common)/Honeysuckle Methodology

Glossy buckthorn (*Frangula alnus*) grows quickly and can be reproductive by age 3. Common buckthorn (*Rhamnus cathartica*) reaches maturity by age 5. The seeds of buckthorn, both glossy and common, can remain viable in the soil for up to 6 years. Therefore, from the last seed dropping season, it will take a minimum of 6 years of monitoring and treating areas to remove the population. Treatment every three years is most financially effective. “Although seed eradication is not a practical short-term goal, chemical girdling can substantially and strategically reduce seed and effectively limit spread.”

Stream Corps will utilize chainsaws 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. Many buckthorn will have already dropped their berries, therefore removing the entire bush won't eliminate seed from the seed bank. 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. Each side of a zone consists of a physical and obvious barrier such as a stream or a trail. The method will follow the Aldo Leopold Foundation model utilized over 15 years. 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. This is especially useful in areas that are surrounded by standing buckthorn. 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 about 3-6 inches above the ground to help increase effectiveness of treatment; however, snow depth could greatly restrict us from being able to cut that low on the stem so stumps may be upwards of 18 inches in some areas. Along trails, the first 10 feet will be basal sprayed only wherever possible (basal diameter less than 2 inches) to preserve aesthetics. 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. This is done by dripping the chemical over the entire cut surface of the stump to prevent possible re-sprouting. Having two sprayers follow one sawyer is an effective way to avoid missing stumps. It also allows the sawyer to move at a faster pace.

Garlon 4 and Element 4 are the chemicals used for treatment. It is a selective, oil-based herbicide effective in treating buckthorn and honeysuckle by means of cambium interaction. Garlon 4 contains the active ingredient Triclopyr (61.6%) and other inert ingredients (38.4%), such as kerosene. Winter and spring are ideal times for the application of Garlon, as hot conditions can volatilize the kerosene and herbicide, making application potentially hazardous to the applicator. Using 1 part Garlon to 3 parts indicator yields a concentration of 15.4% active ingredient. Bark Oil Blue is \$15.00 per gallon and is more expensive than diesel; however, Duluth Stream Corps

feels that the benefits of lower environmental impact and the indicator dye is worth the added expense.

Some land owners may require different control of pesticide use. Stream Corps will utilize a Buckthorn Blaster™ instead of a backpack sprayer in these instances. The Buckthorn Blaster™ is a hand-held, 4-ounce capacity herbicide applicator (purchase herbicide separately) for cut-stump herbicide treatment of buckthorn and other undesirable stemmed plants. The replaceable foam applicator tip of the Buckthorn Blaster™ releases herbicide only when pressure is applied to freshly cut buckthorn stumps. The minimal but effective herbicide delivery of the Buckthorn Blaster™ allows increased hours treating buckthorn stumps without an herbicide refill as well as eliminates hazardous spills that often occur with open herbicide containers. The Buckthorn Blaster™ prevents the "drift" hazard to humans and native plants associated with herbicide sprayers and uses less herbicide to control.

If landowners refuse chemical treatment crews will cut the buckthorn to the base and cover the stump with plastic to prevent it from re-sprouting. The owner will be responsible for any stump removal.

### **Phragmites Methodology**

A map of its phragmites distribution published in 2012 showed no infestations in Lake Superior. GLIFWC identified 40 sites totaling 6 acres infested with non-native phragmites along the Duluth side of the St. Louis Estuary in 2015. Phragmites will be cut using weed whips retrofitted with brush saw blades to cut the stands 6 inches or less from the ground or ice. This knock down will increase the amount of spray used to hit the targeted live shoots of non-native phragmites. In the following summer, 6 pints per acre of Imazapyr (Habitat) will be applied. Spray is applied to wet the leaves and, when present, the flower plumes of the target plants. Excessive application will be strictly avoided to reduce cost and injury to desirable non-target species. Visual effects, such as browning or withering of the plants, may not occur for several weeks. If the herbicide is applied close to the first killing frost, symptoms may not have time to appear before the plant dies back for the year. In this case, control effectiveness may not be determined until the following growing season.

### **Wild Parsnip**

**Mechanical Control:** The most effective way to prevent re-sprouting is to cut the entire root just below ground level with a sharp shovel. Cutting below ground level prevents re-sprouting. In some soil types in wet conditions, the plants can be pulled out of the ground by hand. All seeds are removed from the site and disposed of in a landfill or by burning.

If the population is too large to hand-cut or pull, a power brush-cutter is used just after peak flowering and before the seeds set. Any plants that are cut above the ground and re-sprout are cut again a few weeks later to prevent flowering. Cutting done after seed set reduces the likelihood that the plants will be able to re-sprout and flower. Plants cut at this time are gathered and removed from the site to prevent mature seed from developing and falling to the ground. Where appropriate, all seeds will be hand-collected after they have set. If control of flowering or seeding plants is carried out over several years, the population will decrease as the seed bank is depleted.

**Chemical Control:** Chemical controls are effective, but will be used sparingly on quality habitats. The best method is to burn the site, then follow with spot applications of herbicide. Herbicides such as 2,4-D, Escort® or glyphosate can be spot applied to the basal rosette of the parsnip. Adult plants are spot treated during the time of plant bolting until flowering (mid-May to mid-June) or in the fall targeting plants in the rosette stage. Effective spot treatment mixtures are 1-3% active ingredient glyphosate mix or a 1-ounce Escort® plus surfactant mix.

### **Japanese Knotweed**

Stem injection applications deliver herbicide directly into the hollow cane in the first few internodes above the ground level of the plant. The injection process is more cost effective compared to making several trips to sites to re-spray foliar applications. Delivering the herbicide Round-up or Rodeo directly into the plant, above the root crown dramatically increases the translocation ability of the herbicide throughout the plants root structure. Crews utilize the J. K. Injection Tool for the individual stem injections. The needle is inserted perpendicular to the stem, and midway between lower nodes. The applicator squeezes the trigger and the pre-set amount of herbicide is delivered into the stem cavity.

The injection process in riparian areas has been the most effective control method against plant re-growth, and poses limited threats to neighboring vegetation. With this method there is no need to cut canes, or handle viable plant material for disposal. If 40 of 50 canes in an area are injected, expect that the 10 canes NOT injected/treated to survive and spread. Each cane develops its own rhizome system. Injections can be made anytime during the growing season, with early June being the preferred timing as most canes have developed. When are you going to inject them?

In substitution to the JK injector tool, a simple probe can be used to create a small opening in the stem on either side just below the node. This allows pressurized water to escape while the syringe metered to inject the treatment dose on a downward diagonal through one of the two holes closest to the applicator. The second hole will then allow the pressurized water to escape if the node is full of water. Plants will normally take up the herbicide within 20 minutes of the injection. Plants will be dead within 72hrs, and can be cut and transported with no risk of spreading by fragmentation.

### **Garlic Mustard**

The R2ED (Rapid Response and Early Detection) Team or Duluth Invaders Service Initiative consists of 21 volunteers who have been trained in invasive species eradication methods for 5 terrestrial plants in the Duluth City Limits - Common Tansy, Garlic Mustard, Buckthorns (Common and Glossy), Japanese Knotweed, and Exotic Honeysuckles (Morrow's, Bell's and Tartarian). CA Duluth will work with R2ED to organize garlic pulls early in the season before flowering. Plants will be bagged and either land filled or burned. All footwear and equipment will be cleaned to ensure seeds are not transported.

# Exhibit G

## City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:		
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time				
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None			
Doctor/clinic name, address, phone number:				
Last name:		First name:	MI:	SSN:
Address:				
City:		State:	Zip code:	Phone:
Date of hire:		Occupation:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and address of the place of the occurrence:		
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Date employer notified of injury: _____		Date employer notified of lost time: _____		
First date of any lost time: _____		Return to work date: _____		RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Describe the nature of the illness or injury. Be specific. Include body parts affected.				
Describe the activities when injury occurred with details of how it happened.				
What tools, equipment, machines, objects and/or substances were involved?				
Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No		Date supervisor notified: _____		Date report completed: _____
Supervisor name: _____		Supervisor phone number: _____		
Names and phone numbers of witnesses:				
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A				
Supervisor comments:				
What actions have been taken to prevent recurrence?				

# Exhibit G

## City of Duluth Incident/Injury Report

### CAUSE

- Slip and fall
- Struck by equipment
- Lifting or moving
- Caught (in, on, or between)
- Needle puncture
- Object in eye ( Right  Left)
- Repetitive/overuse
- Other (specify): \_\_\_\_\_

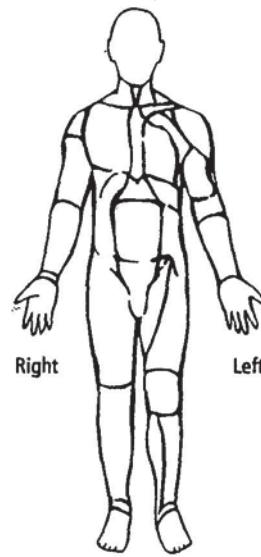
### TYPE OF INJURY

- Scrape/bruise
- Sprain/strain
- Puncture wound
- Cut/laceration
- Concussion
- Bite
- Chemical burn/rash/breathing difficulties
- No apparent injury
- Other (specify): \_\_\_\_\_

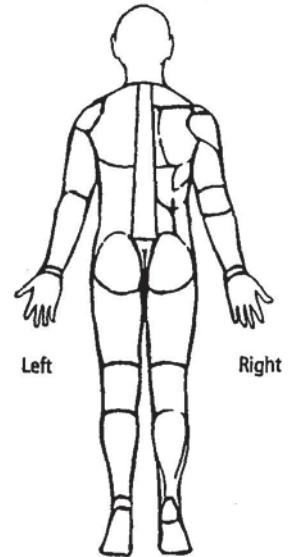
### MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.

**Front**



**Back**



### COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

**For vehicle accidents:** Attach sketch and additional information of how vehicle accident occurred.  
Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location:	Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.			
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No	Police Traffic Accident Report ICR #: _____			
City vehicle, property, or equipment involved	Description: _____			
	Vehicle #:	Make/Model:	Year:	
	Describe damage: _____			
Non-city vehicle, property, or equipment involved	Owner full name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other			
	Owner address: _____			
	Owner phone number:	Vehicle license #: _____		
	Make/Model: _____		Color: _____	
	Describe damage: _____			
Weather conditions:		Roadway conditions:	Light conditions:	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Estimated speed: _____ mph
				Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
				What was load: _____
				Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_