



**STATE OF MINNESOTA
GRANT AGREEMENT
FEDERAL SUB-AWARD AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Natural Resources, Division of Ecological and Water Resources, and Minnesota's Lake Superior Coastal Program ("State") and City of Duluth, DUNS 077627883, 411 West First Street, Duluth, MN 55802 ("Grantee").

Recitals

1. Under Coastal Zone Management Administration Awards, U.S. Department of Commerce; National Oceanic and Atmospheric Administration, CFDA 11.419, NA17NOS4190062, the State received a federal award on July 1, 2017 for Implementation of Minnesota's Lake Superior Coastal Program (Attachment A, attached and incorporated into this grant agreement).
2. The State sub-awards \$89,078.00 to the Grantee DUNS 077627883 for the purpose of conducting Minnesota's Lake Superior Coastal Program's FFY17 Task 306A-1: Western Waterfront Trail Wayfinding in the manner described in the Minnesota Department of Natural Resources' federal cooperative agreement which is incorporated by reference and as provided in [Minn.Stat.§ 84.026](#). This project is not a research and development project.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date.** January 1, 2018, or the date the State obtains all required signatures under [Minn. Stat. §16B.98, Subd. 5](#), whichever is later. Per, [Minn.Stat. §16B.98 Subd. 7](#), no payments will be made to the Grantee until this grant agreement is fully executed. **The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2. **Expiration date.** December 31, 2018, 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 agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Publicity and Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements.
- 1.4. **Incur Expenses.** Notwithstanding [Minnesota Statutes 16A.41](#), expenditures made on or after January 1, 2018 or the date the State obtains all required signatures are eligible for reimbursement.

2. Grantee's Duties

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

- a) Perform the duties specified in Attachment B, which is attached and incorporated into this grant agreement.

- b) Complete the project in accordance with the approved budget and within the period specified in the grant agreement. Any material change in the grant agreement will require an amendment by the State (see Section 7.2).
- c) Be responsible for the administration, supervision, management, record keeping and project oversight required for the work performed under this agreement.
- d) Maintain a written conflict of interest policy (Attachment C, attached and incorporated into this grant agreement). Throughout the term of this agreement, the Grantee must monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.
- e) Ensure that all work be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

3. Time

The Grantee must comply with all the time requirements and deadline dates described in this grant agreement. The State is not obligated to extend the grant period.

4. Consideration and Payment

- 4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement will be paid by the State as follows:
- (A) **Compensation.** Compensation in an amount of \$89,078.00, based on the following computation: See Attachment B Task Description. The Grantee may change the distribution of grant funds between approved budget categories up to ten percent, \$8,908.00, without permission from the State's Authorized Representative.
 - (B) **Matching Requirements.** The total project cost is \$178,156.00. Grantee agrees to match at least \$89,078.00 or 50% of the total project cost.
 - (C) **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 19.54%. The Grantee's indirect cost rate is 0% for this sub-award agreement.
 - (D) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00. 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.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE WILL NOT EXCEED: EIGHTY-NINE THOUSAND, SEVENTY-EIGHT DOLLARS AND ZERO CENTS.

Funds made available pursuant to this Agreement must be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

- 4.2. **Payment.** The State will disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee must submit reimbursement requests with required expenditure documentation. Reimbursement requests will be accepted quarterly. The Grantee must use the State's Financial Reporting Form, which documents grant expenses and non-federal contributions (match). A current progress report must be on file with the State before requests will be processed. See Section 18.2.
- 4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through "Implementation of Minnesota's Lake Superior Coastal Program", CFDA number

11.419 of the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The State will withhold ten percent of the grant amount pending receipt of final report, products, and match documentation.

6. Authorized Representative

The State's Authorized Representative is Amber Westerbur, Coastal Program Manager, 1568 Highway 2, Two Harbors, MN 55616, 218-834-1445, amber.westerbur@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or her designee will certify acceptance on each reimbursement submitted for payment.

The Grantee Authorized Representative is Alyssa Arntsen, Budget & Operations Analyst, Public Administration, 411 West First Street, Duluth MN 55802, 218-730-5307, arntsen@duluthmn.gov, or her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State's Authorized Representative.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee cannot assign or transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.

- 8.1. **Uniform Municipal Contracting Law.** Per [Minn.Stat. § 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.
 - 8.1.1. If the amount of the contract is estimated to exceed \$100,000, 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.

- 8.1.2. If the amount of the contract is estimated to exceed \$25,000, but not \$100,000, 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 six years, the period of record retention (see Section 10). 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.
- 8.1.3. If the amount of the contract is estimated to be between \$3,000 and 25,000 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)), 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 six years, the period of record retention. 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.
- 8.1.4. Any services and/or materials that are expected to cost less than \$3,000 (see 8.1.2 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.
- 8.1.5. Support 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
- 8.1.6. For projects that include 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.
- 8.1.7. 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](#)
- 8.1.8. The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

9. 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 agreement by the Grantee or the Grantee 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 agreement.

10. Audits (State and Single)

Under [Minn. Stat. § 16B.98](#), Subd.8, and Code of Federal Regulations [2 \(CFR\) 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement 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 agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

- 11.1. **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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request must comply with applicable law.

- 11.2. **Intellectual Property Rights.**

11.2.1. **Intellectual Property Rights.** The Grantee owns all rights, title, and interest in the works created under this grant agreement, including copyrights, patents, trade secrets, trademarks and service marks. Works means all inventions, improvements or discoveries (whether or not patentable), geospatial data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks and videos, conceived, reduced to practices, created or originated by the Grantee, its employees, and subcontractors, either individually or jointly with others, in the performance of the grant agreement. The federal awarding agency (U.S. Department of Commerce) may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR §200.315](#) (2014).

- 11.2.2. **Obligations.**

- (A) **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 agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- (B) **Representation.** The Grantee represents and warrants that the Works do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works infringes upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works as

necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law. Nothing in this article constitutes or should be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. The Grantee may assert the immunities of the State in connection with the Grantee's defense of any infringement claim brought against the State. The State must reasonably cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State will discontinue use of any allegedly infringing works at Grantee's reasonable request.

(C) **License to State.** The Grantee gives to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the works for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee must, upon the request of the State, execute all papers and perform all other acts necessary, to document and secure the State's right and license to the works. At the request of the State, the Grantee will permit the State to inspect the original works.

12. Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement

Any publicity regarding the subject matter of this grant agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or her designee. For purposes of this provision, publicity includes websites, 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.

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of [2 CFR 200.315](#).

13.1. **Publicity.**

(A) **Acknowledgement.** The cover of the title page (or other prominent location) of all reports, studies, or other documents, and acknowledgement on websites/webpages, videos, and other media, published or distributed electronically or hardcopy, must acknowledge both the State and the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. Every publication of material based on, developed under, or otherwise produced under this grant agreement, except scientific article or papers appearing in scientific, technical or professional journals, must contain the following:

This [report/video/workshop/brochure/etc.] was prepared by [Grantee name] using Federal funds under award NA17NOS4190062 from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce provided to the Minnesota Department of Natural Resources (DNR) for Minnesota's Lake Superior Coastal Program. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA's Office of Coastal Management, the U.S. Department of Commerce, or the Minnesota DNR.

(B) **Professional Publications.** Publications of methods and results derived from this project in theses, academic or professional journals or presentations at symposia or scholarly meetings must acknowledge both the State and the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA):

This [study/etc.] was funded in part by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration under Award NA17NOS4190062 provided to the Minnesota Department of Natural Resources for Minnesota's Lake Superior Coastal Program.

14. Governing Law, Jurisdiction, and Venue

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

15. Termination

- 15.1. **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:
 - a) Funding for Grant No. NA17NOS4190062 is withdrawn by the U.S. Department of Commerce; or
 - b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16. Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17. American Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design and all applicable regulations and guidelines.

18. Reporting Requirements

- 18.1. Grantee must submit Progress Reports, in a form and manner prescribed by the State. Progress Reports are due quarterly, on April 15, 2018; July 15, 2018; and October 15, 2018.
- 18.2. Financial Reporting Forms summarizing grant expenditures to date, must be submitted in a form and manner prescribed by the State, (see Section 4.2) and includes the following:
 - a) If this grant goes beyond the state fiscal year end date of June 30 or ends June 30 of that state fiscal year, all expenditures incurred through June 30 must be submitted by July 31 of that calendar year.
 - b) Expenditures incurred on or after July 1 must be submitted on a new and separate Financial Report Form.
 - c) Reimbursement of approved expenditures will be made based on expenditures reported. Reimbursement for expenditures deemed allowable, allocable, and reasonable will be made within 30 days of receipt of a complete request. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable, and reasonable, or for which adequate supporting documentation does not exist.
 - d) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to the State upon request.
 - e) Financial Reporting Forms must be received by the State prior to the expiration date (see Section 1). Financial Reporting Forms received after that date will not be eligible for reimbursement.
- 18.3. Final Report and Products must be received by the State prior to the expiration date (see Section 1). The State requires one electronic and one hard copy. Final reporting may include, but is not limited to, the following:
 - a) The final report summarizes activities completed, as requested by the State, along with supporting data (products) as outlined in Attachment B.

19. Monitoring

The State will be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the project, the State's authorized representatives will be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20. Invasive Species Prevention

The State requires grantees and subcontractors to take active steps to prevent or limit the introduction, establishment, and spread of invasive species. The grantee shall prevent invasive species from entering into, spreading within, or leaving a project site by cleaning equipment prior to arriving at and leaving the project site.

Invasive species are present in the coastal zone. The Grantee shall be responsible for communicating any precautions needed to staff and sub-contractors. Parking, staging areas, and travel routes shall not be within known infestations.

For resources and best practices, please reference <http://www.dnr.state.mn.us/invasives/dnrlands.html> or contact the State's Authorized Representative.

21. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, § 84.973](#). Best practices and

guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

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

- 22.1. The prospective lower tier participant certifies, by submission of this agreement, 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.
- 22.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

23. Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

24. Additional Program Requirements

The grantee must comply with the following as well as the terms and conditions for closeout of the sub-award.

- 24.1. The Grantee must attend a grant administration workshop or receive grant administration instruction.
- 24.2. **Federal Funding Accountability and Transparency Act.** To aid the State in complying with the Federal Funding Accountability and Transparency Act, the Grantee must complete and return the State's "Grantee Reporting Requirements" form (Attachment D, attached and incorporated into this grant agreement) with the signed agreement. Failure to do so will delay agreement execution.
- 24.3. The Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR § 200.321](#) (2015).
- 24.4. **Non-Discrimination Requirements.** No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
 - b) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
 - c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
 - d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
 - e) Any other applicable non-discrimination law(s).

- 24.5. **Trafficking in persons.** You as the Grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- 24.6. **306A Requirements.**
- a) The Grantee must provide the State with copies of all required permits prior to starting the project.
 - b) The Grantee must maintain the project site and project results for a minimum of twenty (20) years.
 - c) The Grantee must erect a sign at the project site and maintain it during construction that, at minimum, identifies the project, includes a NOAA logo and indicates the project is being funded through the National Coastal Zone Management Program. The Grantee must also maintain a permanent plaque or sign at the project site with the same information.
 - d) If the MNDNR and/or NOAA determines that project or property is no longer used for its original purpose, the Recipient shall reimburse NOAA for Federal funds received for the project consistent with [2 C.F.R. 200.310-316](#) Property Standards.
 - e) The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

Attachments:

- A. Award Notice
- B. Task Description
- C. Conflict of Interest Disclosure
- D. Federal Funding Accountability and Transparency Act Form

Signatures on page 11

Signatures:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Felicia Barnes

Date: 12/29/2017

SWIFT Contract/PO No(s). 136010/3000125980

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Director, Ecological & Water Resources

Date: _____

CITY OF DULUTH

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____

Attachment A

FORM CD-450 (REV 12/14)	U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD	<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT
RECIPIENT NAME NATURAL RESOURCES, MINNESOTA DEPARTMENT OF	FEDERAL AWARD ID NUMBER NA17NOS4190062	PERIOD OF PERFORMANCE 07/01/2017-12/31/2018
STREET ADDRESS 500 LAFAYETTE RD N	FEDERAL SHARE OF COST \$484,500.00	
CITY, STATE, ZIP CODE SAINT PAUL MN 55155-4002	RECIPIENT SHARE OF COST \$484,500.00	
AUTHORITY 16 U.S.C. 1455 and 1455a	TOTAL ESTIMATED COST \$969,000.00	
CFDA NO. AND NAME 11.419 , Coastal Zone Management Administration Awards		
PROJECT TITLE Implementation of Minnesota's Lake Superior Coastal Program		
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014)</p> <p><input type="checkbox"/> R & D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> BUREAU-SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input type="checkbox"/> MULTI-YEAR AWARD (PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.)</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF:79 FR 78390 DECEMBER 30, 2014)</p> <p><input checked="" type="checkbox"/> OTHERS(S): CZM Program regulations at 15 C.F.R. Part 923</p>		
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Stacy Tedder Grants Officer		DATE 06/26/2017
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Mr. Luke Skinner		DATE 07/11/2017

Attachment B

US Department of Commerce, Financial Assistance Award

Award Number: NA17NOS4190062

Recipient: Minnesota Department of Natural Resources

CFDA No. and Name: 11.419, Coastal Zone Management Administration Awards

Project Title: Implementation of Minnesota's Lake Superior Coastal Program

Award Period: July 1, 2017 – December 31, 2018

Subrecipient

Task: Western Waterfront Trail Wayfinding

Project Number: 17-306A-01

Timeframe: August 2017 – December 2018

Description

As part of its \$50 million St. Louis River Corridor Initiative, the City of Duluth (subrecipient) will significantly improve public access to the St. Louis River estuary through upgraded wayfinding signage and amenities on the Western Waterfront Trail. Recent investments in the Western Waterfront Trail by the Coastal Program and Conservation Partners Legacy Program have restored the trail to its original width, greatly improved accessibility, and restored adjacent habitats.

However, the wayfinding and visitor amenities on the Trail have not been maintained, much less upgraded, since the 1970s. Wooden benches at scenic stopping points have collapsed. There are at least 20 unmarked or under-marked trailheads and trail junctions. The trail is not welcoming to new visitors and, as a result, public access is restricted.

Duluth is completing a signage and wayfinding plan as part of its St. Louis River Corridor Initiative. This plan is meant to significantly improve public safety and access to the growing trail system in the River Corridor. The Western Waterfront Trail will be the first major trail in the Corridor to get a full upgrade of wayfinding signage. The new signs will range from a large trail directory at the intersection of the Western Waterfront Trail with the Cross City Trail and the Munger Trail, to mileage markers that will help visitors experience a safe outing on the Trail.

Task Outcomes

1. Evaluation

Facilitate pre and post evaluations of both the wayfinding signage and rest locations (i.e. bench/picnic tables). Field surveys will document trail use and time spent at the planned and built rest locations.

Outcome End Date: December 2018

2. Install Rest Locations

Contract for installation of 11 new ADA accessible benches and one accessible picnic table. The materials and construction are low-maintenance, and will be installed on new concrete pads.

Outcome End Date: June 2018

Attachment B

3. Wayfinding

Contract for the manufacture and installation of:

- a. Three "Trail Identification" signs at critical trail access points to connect neighbors with the trail; will include Coastal Program logo and acknowledgment.
- b. Six "Trailhead Directory" at major road access points; will include Coastal Program logo and acknowledgment.
- c. A four-sided "Directory" wayfinding and interpretive sign at the major trail intersection near Kingsbury Creek; will include Coastal Program logo and acknowledgment.
- d. Nine "Map/Emergency" signs; will include Coastal Program logo and acknowledgement at major trail junctions.
- e. Mileage markers every half-mile, with the zero point at the northern trail terminus.
- f. Twelve directional signs at minor trail intersections.
- g. Additional regulatory and rules signs.

Outcome End Date: August 2018

Products

- (photos of) 11 ADA accessible benches and one accessible picnic table
- (photos of) a minimum of 31 signs as well as ½ mile markers
- Evaluation summary

Task Funding

Federal: \$89,078.00
Non-Federal: \$89,078.00
Total: \$178,156.00

Name	Federal	Non Federal	Total
Personnel			
Fringe			
Equipment			
Travel			
Supplies			
Subcontract	89,078	89,078	178,156
Construction			
Other			
Indirect			
Total	\$89,078	\$89,078	\$178,156



Minnesota Department of Natural Resources

Conflict of Interest Disclosure - Grantee

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Attachment D

Grantee Reporting Requirements

Minnesota Department of Natural Resources

Return this form with your grant agreement.

Please initial if any of the following apply to your circumstance.

Grants not subject to the reporting requirements include:

- (1) A federal award to an individual who applies for or receives a federal award as a natural person (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- (2) A federal award to an entity that had a gross income, from all sources, of less than \$300,000 in the entity's previous tax year; and
- (3) Any award if the required reporting would disclose classified information.

If any of the above apply, no further information is required.

If none of the above applies, complete the following. This will be the same information that appears in grantee's Central Contractor Registration (CCR) profile, as applicable.

Federal Funding Accountability and Transparency Act Information

Grantee DUNS Number _____ *The grantee organization's 9-digit DATA Universal Numbering System Number.*

Grantee - DUNS Number+4 _____ *The +4 extension to a DUNS number created by registrants in CCR when there is a need for more than one bank/Electronic Funds Transfer (EFT) account for a location.*

Grantee Name _____ *The name of the grantee organization.*

Grantee "Doing Business As" Name _____ *The "doing-business-as" name of the grantee organization.*

Address of Principal Place of Performance (where majority of project will occur)

City _____ State _____ Zip+4 _____ Country _____

Congressional District (if Zip+4 is not provided) _____

Grantee - Parent DUNS Number _____ *The grantee parent organization's 9-digit Data Universal Numbering System (DUNS) number. This will be the same parent DUNS that appears in grantee's Central Contractor Registration (CCR) profile, as applicable.*

CFDA Program Number (and Program Title) 11.419; Coastal Zone Management Administration Awards

Federal Agency Name U.S. Department of Commerce; National Oceanic and Atmospheric Administration

Grantee Award Number NA17NOS4190062

Amount of Award \$89,078.00 **Contract Execution Date** (to be filled in by DNR)

Grantee - Project Description

As part of its \$50 million St. Louis River Corridor Initiative, the City of Duluth will significantly improve public access to the St. Louis River estuary through upgraded wayfinding signage and amenities on the Western Waterfront Trail. Recent investments in the Western Waterfront Trail by the Coastal Program and Conservation Partners Legacy Program have restored the trail to its original width, greatly improved accessibility, and restored adjacent habitats.

Attachment D

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Q1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive: (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

- Yes If Yes, must answer Q2.
- No If No, grantee not required to provide Q2 data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If Yes, confirm on SEC: <http://www.sec.gov/>.
- No If No, fill in the names and total compensation of the top 5 highly compensated officials below.

Names and total compensation of the top 5 highly compensated officials of the grantee organization. This will be the same compensation information that appears in grantee’s Central Contractor Registration (CCR) profile, as applicable.

Name _____	Amount _____
Name _____	Amount _____
Name _____	Amount _____
Name _____	Amount _____
Name _____	Amount _____

Sign below to indicate that all information provided in the data response column is correct as it pertains to your grant.

Signature: _____

Date: _____

RETURN THIS FORM WITH YOUR GRANT AGREEMENT.