



**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, NA19NOS4190063, the State received a federal award on July 1, 2019 for Implementation of Minnesota's Lake Superior Coastal Program – FFY19 (Attachment A, attached and incorporated into this grant agreement). This is not a Research and Development Award.
2. The State sub-awards a total of \$155,225.00 to the Grantee DUNS 077627883. In this agreement, the State is sub-awarding \$105,225.00 to the Grantee for the purpose of conducting Minnesota's Lake Superior Coastal Program's FFY19 Task 303A-2: Stormwater Management for Piedmont Recreation Area 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](#).
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.** May 1, 2020, 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.** November 30, 2020, 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 [Minn. Stat. § 16A.41](#), expenditures made on or after May 1, 2020 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) Comply with required grants management policies and procedures set forth through [Minn.Stat. § 16B.97](#), Subd.4(a)(1).
- b) Perform the duties specified in Attachment B, which is attached and incorporated into this grant agreement.
- c) Complete the project in accordance with the approved budget to the extent practical 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).
- d) Be responsible for the administration, supervision, management, record keeping, and project oversight required for the work performed under this agreement.
- e) Maintain a written conflict of interest policy. Throughout the term of this agreement, the Grantee must monitor and report any actual or potential conflicts of interest to the State's Authorized Representative (Attachment C, attached and incorporated into this grant agreement).
- f) 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 described in this grant agreement.

4. Consideration and Payment

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

- (A) **Compensation.** The Grantee will be paid \$99,725.00 according to the breakdown of costs contained in Attachment B.
- (B) **Specific Award Condition.** The City must secure and compensate a Cultural Resources Tribal Monitor from the Fond du Lac Band of Lake Superior Chippewa during all ground-disturbing activities. The State will reimburse \$5,500.00 for expenses actually and necessarily incurred by the Grantee for this specific award condition.
- (C) **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.
- (D) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$105,225.00**.
- (E) **Budget Changes.** The Grantee must request a budget change to create or assign expenses to new budget categories.
- (F) **Matching Requirements.** The total project cost is \$199,451.00. Grantee will provide at least \$99,726.00 or 50% of project-related costs from non-federal sources.
- (G) **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 21.29%. The Grantee's indirect cost rate is 0% for this sub-award agreement.

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 18.1.

4.2.2. **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 – FFY19”, 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 Jim Shoberg, Senior Parks Planner, 411 West First Street, Duluth MN 55802 55802, 218-730-4316, jshoberg@duluthmn.gov, or their 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 \(CFR\) 200.318](#) through 2 CFR 200.326.

- 8.1. **Uniform Municipal Contracting Law.** Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.
- 8.1.1. Any services and/or materials that are expected to cost less than \$3,000 (\$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](#)) 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.
- 8.1.2. 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.
- 8.1.3. The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR 200.321](#).
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- 8.1.4. 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. § 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.**

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](#).

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. Publication of methods and results derived from this project in theses, academic or professional journals or their presentation at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgment of funding support and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project.

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. **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 [recipient name] using Federal funds under award NA19NOS4190063 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 (MNDNR) 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, the U.S. Department of Commerce, or the MNDNR.

- 13.2. **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 NA19NOS4190063 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. NA19NOS4190063 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/Electronic Accessibility

- 17.1 The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of construction, and all applicable regulations and guidelines.
- 17.2 The (document/report/website) must be provided in an accessible electronic format per [Minnesota Statute 16E.03](#) State Information and Communications System, Subd. 9. Subdivision 9 incorporates federal requirements under [Section 508 of the Rehabilitation Act of 1973](#) (Revised) and the [Web Content Accessibility Guidelines 2.1, level AA](#). For guidance on producing accessible electronic documents, see the Minnesota IT Services [accessibility website](#).

18. Reporting Requirements

- 18.1. **Progress Reports.** Grantee must submit Progress Reports, in a form and manner prescribed by the State. Progress Reports are due quarterly, on January 15, April 15, July 15, and October 15.
- 18.2. **Financial Reports.** Financial Reporting Forms summarizing grant expenditures to date, must be submitted in a form and manner prescribed by the State (see Section 4.2).

- 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 within thirty days of expiration (see Section 1). Financial Reporting Forms received after that date will not be eligible for reimbursement.

18.3. **Final Report.** The State must receive the Final Report, which summarizes activities conducted during the entire award, and Products, as identified in Attachment B, within thirty days of expiration (see Section 1). The Grantee must submit one electronic and one hard copy.

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. The State will conduct at least one monitoring visit per grant period on all state grants of over \$50,000. The State will conduct a financial reconciliation of Grantee's expenditures at least once on grants over \$50,000 before final payment is made.

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

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Invasive Species Prevention and Site Planning and Management (p. 3-6) of Operational Order 113. <https://www.dnr.state.mn.us/invasives/dnrlands.html>.

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 [Minn.Stat. § 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. The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.
- 24.3. **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.
- 24.4. **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. The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State's Authorized Representative.
- 24.6. **Lobbying.** Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds related to a covered Federal action must notify the State's Authorized Representative.
- 24.7. **Buy-American Preferences for Infrastructure Projects.** Per [Executive Order 13858](#), 31 January 2019, recipients are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured produced in the United States in every contract, subcontract, purchase order, or sub-award.

24.8. **Scientific Integrity.**

- a) *Maintaining Integrity.* The Grantee shall maintain the scientific integrity of research performed pursuant to this grant including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b) *Peer Review.* The peer review of the results of scientific activities under this award shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under this award and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the Grantee and all subrecipients shall comply with the provisions herein and [NOAA Administrative Order 202-735D](#), Scientific Integrity, and its Procedural Handbook, including any amendments thereto.
- d) *Primary Responsibility.* The Grantee shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed, the Grantee shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, the Grantee provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

24.9. **306A Requirements.**

- a) The State and NOAA, Office for Coastal Management have reviewed and approved the project methods (Attachment E, attached and incorporated into this grant agreement). The Grantee must submit to the State any changes to these methods prior to and during construction.
- b) The Grantee must provide the State with copies of all required permits prior to starting the project.
- c) The Grantee must maintain the project site and project results for a minimum of twenty (20) years.
- d) 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.
- e) 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](#) Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA and the State are authorized in writing.

Attachments:

- X A. Award Notice
- X B. Project Description/Budget
- X C. Conflict of Interest Disclosure
- X D. Federal Funding Accountability and Transparency Act Information
- X E. 306A Requirements: Project Methods

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: 4/27/2020

SWIFT Contract/PO No(s). 175831/3000169809

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: _____