

**STATE OF MINNESOTA
GRANT AGREEMENT
Federal Sub-Award Agreement**

City of Duluth / Perch Lake Landing Project

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and the City of Duluth, UEI S3MZFK8JXGJ3, 1532 W. Michigan Street, Duluth, MN 55806 ("Grantee").

Recitals

1. Under Great Lakes Restoration Initiative (GLRI), Environmental Protection Agency (EPA), CFDA #66.469, Federal Award ID #GL00E02356, the State received a federal award of \$3,512,700 on June 21, 2018, for *Perch Lake Habitat Restoration Project in the St. Louis River Area of Concern (AOC), MN*. Amendment 1 to add time was received on September 23, 2021, Amendment 2 to eliminate state match was received on November 11, 2021, Amendment 3 increasing federal funding was received on May 31, 2023, Amendment 4 for EPA administrative purposes was received on June 22, 2023, and Amendment 5 to modify the workplan and budget was received on February 6, 2024. The federal award period ends on December 31, 2024. Work under this grant is to restore 21 acres of aquatic and coastal habitat, improve access and recreation and Perch Lake Landing, and promote site stewardship at recently completed AOC restoration projects in the St. Louis River Estuary AOC.
2. This project is not a research and development project.
3. Under *Perch Lake Habitat Restoration Project in the St. Louis River Area of Concern (AOC), MN*, and Minnesota Statutes section 84.026, the State sub-awards **\$156,600.00** to the Grantee, UEI S3MZFK8JXGJ3, for the purpose of conducting the Perch Lake Landing work ("Project").
4. 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:***

This agreement becomes effective on **March 28, 2024**, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.

1.2. ***Expiration date:***

December 31, 2024, or, in the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on March 1, 2025.

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 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; and 20 Monitoring.

1.4. ***Incur Expenses:*** This agreement becomes effective on **March 28, 2024**, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. The budget period is the same as the effective date and expiration date. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

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

- 2.1 Complete the work in accordance with Federal Award ID # GL00E02356, Amendment 5. The original Federal Award and all amendments are attached and incorporated into this Agreement as **Attachment A**, Federal Award.

Attachment B, Perch Lake Narrative for Amendment 5, which is attached to and incorporated into this Agreement, provides additional Project details. **Attachment C**, Scope of Work, which is attached to and incorporated into this Agreement, specifies the tasks to be performed by the Grantee.

- 2.2 Comply with the most current EPA general terms and conditions as referenced in the Administrative Conditions of Attachment A.
- 2.3 Be responsible for the administration, supervision, management, record keeping, and program oversight required for all work performed under this agreement. Coordinate all Project work with appropriate land managers.
- 2.4 Comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).
- 2.5 Complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).
- 2.6 Maintain a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative. Prior to the commencement of work, the Grantee must sign and return **Attachment D**, Conflict of Interest Disclosure, which is attached and incorporated into this Agreement, within 30 days of execution of this grant contract.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment

- 4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:
 - 4.1.1. **Compensation.** Compensation in an amount not to exceed **\$156,600.00**, based on the following computation: See **Attachment C**.
 - 4.1.2. **Matching Requirements.** Grantee certifies that the following matching requirement for the grant will be met by the Grantee. The total project cost is \$156,000.00, of which \$156,600.00 is federal funds. Grantee agrees to match \$0.00 of this project cost.
 - 4.1.3. The total amount of federal funds obligated to the Grantee by the State as of March 13, 2024, is \$849,234, including the current financial obligation.
 - 4.1.3 Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.
 - (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
 - (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.
 - 4.1.4. **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 21.20% in state fiscal year 2024. The Grantee's indirect cost rate is 0.0% for this sub-award agreement as there are no City personnel funds included in this contract. The State will accept the indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: **One hundred fifty six thousand, six hundred dollars.**

Funds made available pursuant to this Agreement shall 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 shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis.**

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Partial payments are allowed. Invoices must include copies of appropriate documentation to prove the work has been completed.

- i) Invoices may be submitted monthly.
- ii) Payments for work completed through June 30 of each year must be submitted to the State's Authorized Representative no later than **July 25** of that same year.
- iii) The final invoice must be submitted by **January 25, 2025**. A financial report summarizing all expenditures must be submitted with the invoice in a format approved by the State's Authorized Representative.
- iv) Payments shall not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State under the Clean Water Act Section 118c as amended by PL 114-322, from the US Environmental Protection Agency, CFDA/ALN 66.469 Great Lakes Program, Federal Award ID# GL00E02356 Amendment 5. 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.

6. Authorized Representative

The State's Authorized Representative is Melissa Sjolund, Lake Superior and St. Louis River Program Supervisor, 525 Lake Avenue South, #415, Duluth, MN 55802, 218-302-3245, melissa.sjolund@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 his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Cliff Knettel, Parks and Recreation Assistant Manager, 411 W. First Street, Duluth, MN, 55802, 218-730-4312, cknettel@duluthmn.gov, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

- 7.1. **Assignment.** The Grantee may neither assign nor 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 \$10,000 (\$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.

8.2 ***Nongovernmental organizations***

Must follow the requirements below.

8.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

8.2.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

8.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 (\$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](#)) must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

8.2.4. Any services and/or materials that are expected to cost less than \$10,000 (see 8.2.3 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\(b\)](#).

8.2.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

8.2.6. The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

8.2.7. Notwithstanding 8.2.1 - 8.2.5 above, the State may waive bidding process requirements when:

- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
- It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.

8.2.8. 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.

- 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](#)

8.3 The Grantee must not contract with [vendors who are suspended or debarred in MN](#) or by any [federal agency](#).

8.4 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.

8.5 ***Domestic Sourcing Preferences***. Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

8.6 ***Prohibition on certain telecommunications and video surveillance service or equipment***. Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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 [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the Commissioner of Administration, 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.

11.2 **Intellectual Property Rights (if applicable).**

11.2.1. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract agreement*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract agreement. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

The federal awarding agency 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 contract, 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 must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents 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 or Documents infringe 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 or Documents 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.

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

13.1 *Publicity*

Any publicity regarding the subject matter of this grant contract 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.

13.2 *Endorsement*

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](#).

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 (a) *Termination by the State*

The State may immediately terminate this grant contract 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.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

- 15.2 *Termination for Cause.* The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, 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 contract agreement if:

- (a) Funding for Grant No. GL00E02356 is withdrawn by the EPA; or
- (b) 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 grant contract 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

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 this grant, and all applicable regulations and guidelines.

18 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; 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;
- b) 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.
- c) 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;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

19 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in 4.a.iii, and **Attachment A**.

20 Monitoring

The State shall 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 program, the State's authorized representatives shall 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.

21 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

22 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found in the [DNR Pollinator Best Management Practices and Habitat Restoration Guidelines](#).

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

- a. 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.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

24 Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable)

- a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
- b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
- c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

25 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(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) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

26 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

27 Davis-Bacon and Related Acts

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with 40 U.S.C.3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II](#). This is the link to [Contract Provisions for Davis-Bacon and Related Acts](#).

Under 40 U.S.C.3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

28 Copeland “Anti-Kickback” Act

Under 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

29 Clean Air and Federal Water Pollution Control Act

Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State’s Authorized Representative, who will notify Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

30 Procurement of recovered materials.

Grantee must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31 Utilization of Disadvantaged Business Enterprises

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. The Grantee must complete and submit to the State’s Authorized Representative no later than **October 15** of each year a “MBE/WBE Utilization

Under Federal Page 19 of 31 Grants and Cooperative Agreements” report (EPA Form 5700-52A). The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf.

32 FFATA Sub-award Reporting System (FSRS)

Grantee shall provide the following data to the State for themselves within 21 days of the execution of this agreement, and for any subcontractors within 21 days of execution of a contract:

- a) UEI Number, or DUNS Number if UEI number is not known.
- b) Relevant executive compensation data if applicable:

The Grantee and contractor in the preceding fiscal year received 80 percent or more of its annual gross revenues in: Federal awards; \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity 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.

33 Build America Buy America (if applicable)

- a. The recipient is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in EPA’s Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act. None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and nonfederal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA’s Build America, Buy America website and the Office of Management and Budget’s (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
- b. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.
- c. For questions regarding the applicability of the Build America, Buy America Act requirements to this assistance agreement or if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

33.1 Compliance

The Contractor is required to submit documentation prior to incorporating any Materials into the Project containing iron or steel, or construction materials. This shall be accomplished by the Contractor submitting the appropriate documentation to the Department when the Materials are delivered to the project site. Documentation may be received and maintained in hard copy or electronically. The following must be demonstrated:

- Documentation is linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
- Documentation is linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
- Documentation includes statement attesting that the products supplied to the Department are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
- Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.
- Signature of company representative (on company letterhead and signature can be electronic). The signatory

of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

Attachments:

 X A. Federal Award

 X B. Perch Lake Project Narrative

 X C. Scope of Work (SOW)

 X D. Conflict of Interest Disclosure

Signature page for : Federal Subaward to City of Duluth / Perch Lake Landing Project

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT PO No. _____

2. GRANTEE

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

By: _____
Roger J. Reinert

Title: Mayor

Date: _____

Attest:

By: _____
Ian B. Johnson

Title: City Clerk

Date: _____

Countersigned:

By: _____
Josh Bailey

Title: City Auditor

Date: _____

Approved as to form:

By: _____
Jessica Fralich

Title: City Attorney

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Director, Division of Fish and Wildlife

Date: _____

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E02356	DATE OF AWARD 06/21/2018
		MODIFICATION NUMBER: 0 PROGRAM CODE: GL	
		TYPE OF ACTION New	MAILING DATE 06/28/2018
		PAYMENT METHOD: ASAP	ACH# 50745
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155 EIN: 41-6007162		PAYEE: Minnesota Department of Natural Resources 500 Lafayette Road St. Paul, MN 55155	
PROJECT MANAGER Melissa Sjolund 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155 E-Mail: melissa.sjolund@state.mn.us Phone: 218-302-3245		EPA PROJECT OFFICER Rajen Patel 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 E-Mail: patel.raj@epa.gov Phone: 312-886-5741	EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MC-10J E-Mail: kozak.kendra@epa.gov Phone: 312-353-8834
PROJECT TITLE AND DESCRIPTION Perch Lake Habitat Restoration Project in the St. Louis River Area of Concern (AOC), MN Minnesota Department of Natural Resources will restore 21 acres of aquatic and coastal habitat in the St. Louis River Estuary Area of Concern (AOC). Specifically, the project will enhance connectivity by increasing the width and capacity of the connecting channel between Perch Lake and the estuary to facilitate nutrient exchange and aquatic organism passage and restore deep and shallow coastal marsh habitats at Perch Lake for priority fish, wildlife and plant species including muskellunge, wild rice and marsh birds. This project will contribute to removal of two Beneficial Use Impairments within the AOC (loss of fish and wildlife habitat and degradation of benthos).			
BUDGET PERIOD 06/01/2018 - 09/30/2021	PROJECT PERIOD 06/01/2018 - 09/30/2021	TOTAL BUDGET PERIOD COST \$3,737,700.00	TOTAL PROJECT PERIOD COST \$3,737,700.00
NOTICE OF AWARD			
Based on your Application dated 04/10/2018 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$3,512,700. EPA agrees to cost-share 93.98% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,512,700. 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.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5 Great Lakes National Program Office 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Bruce Sypniewski - Deputy Director, Resource Management Division			DATE 06/21/2018

GL - 00E02356 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 3,512,700	\$ 3,512,700
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 225,000	\$ 225,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 3,737,700	\$ 3,737,700

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Clean Water Act Section 118(c)(7) as Amended by PL 114-322	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1805HDX052	1819	B	05HBA	000BJ7XF1	4116	-	-	3,512,700
									3,512,700

Budget Summary Page: EPA-CEP-01 Perch
Lake Habitat
Restoration Project

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$3,737,700
9. Total Direct Charges	\$3,737,700
10. Indirect Costs: % Base <u>Not Applicable</u>	\$0
11. Total (Share: Recipient 6.02 % Federal 93.98 %.)	\$3,737,700
12. Total Approved Assistance Amount	\$3,512,700
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$3,512,700
15. Total EPA Amount Awarded To Date	\$3,512,700

Administrative Conditions

1. 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-october-2-2017-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>

2. 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.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

MBE/WBE reporting is required in annual reports. Reporting is required 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 meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

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.

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 30th of each year. Final reports are due by October 30th 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

**Adrianne 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

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 Effort 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.

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: 2%

WBE: 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.

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.

3. 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.

4. 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

1. 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.

2. MEETINGS / CONFERENCES / TRAVEL COSTS

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.

3. SIGNAGE

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the **MNDNR has** received financial support in the amount of **\$ 3,512,700 from the EPA.**

4. 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 15 but no later than April 30** and by **October 15 but no later than 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:

#

Measure of Progress

1.1.2

Area of Concern Beneficial Use Impairments Removed (cumulative)

4.1.2

Number of miles of Great Lakes shoreline and riparian corridors protected, restored and enhanced by GLRI-funded projects

4.1.3

Number of acres of Great Lakes coastal wetlands protected, restored and enhanced 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>>.

[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.

[D] Subaward Recipients

The recipient must report on its subaward monitoring activities under [2 CFR 200.331\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338](#) Remedies for Noncompliance.

5. CYBERSECURITY - STATES

(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 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) 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.

6. QUALITY SYSTEM DOCUMENTATION

If 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.

7. 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 or a copy may also be requested by contacting the EPA project officer for this award.

8. 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.

9. 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.


10. VOLUNTARY COST-SHARE

This award and the resulting federal funding of \$3,512,700 is based on estimated costs requested in the recipient's application dated . Included in these costs is a required cost-share contribution of \$ 225,000 by the recipient that the recipient included in its application dated April 10, 2018. The recipient must provide this matching contribution during performance of this award. 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 matching 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 matching 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 in its application dated April 10, 2018, EPA may take action as authorized by 40 CFR Parts 30 or 31 and/or 2 CFR Part 180 as applicable.

11. DISPOSITION OF WASTES

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

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00E02356 MODIFICATION NUMBER: 1 PROGRAM CODE: GL	DATE OF AWARD 09/23/2021	
			TYPE OF ACTION No Cost Amendment		MAILING DATE 09/23/2021
			PAYMENT METHOD: ASAP		ACH# 50745
RECIPIENT TYPE: State			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: Minnesota Department of Natural Resources 500 Lafayette Road St. Paul, MN 55155 EIN: 41-6007162			PAYEE: Minnesota Department of Natural Resources 500 Lafayette Road St. Paul, MN 55155		
PROJECT MANAGER Melissa Sjolund 500 Lafayette Road St. Paul, MN 55155 E-Mail: melissa.sjolund@state.mn.us Phone: 2183023245		EPA PROJECT OFFICER Noel Vargas 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 E-Mail: Vargas.Noel@epa.gov Phone: 312-353-3575		EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MC-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 E-Mail: kozak.kendra@epa.gov Phone: 312-353-8834	
PROJECT TITLE AND EXPLANATION OF CHANGES Perch Lake Habitat Restoration Project in the St. Louis River Area of Concern (AOC), MN Minnesota Department of Natural Resources will restore 21 acres of aquatic and coastal habitat in the St. Louis River Estuary Area of Concern (AOC). Specifically, the project will enhance connectivity by increasing the width and capacity of the connecting channel between Perch Lake and the estuary to facilitate nutrient exchange and aquatic organism passage and restore deep and shallow coastal marsh habitats at Perch Lake for priority fish, wildlife and plant species including muskellunge, wild rice and marsh birds. This project will contribute to removal of two Beneficial Use Impairments within the AOC (loss of fish and wildlife habitat and degradation of benthos). This time extension amendment extends the budget and project periods to 12/31/2023. The grantee experienced delays in project design and construction due to limited availability of staff as a result of the COVID 19 pandemic. The extension will allow the grantee to accommodate unanticipated delays and continue with project design and construction. The workplan activities remain in accordance with the Clean Water Act Section 118(c)(7)(a) as amended by PL 114-322 guidelines. This action updates the Administrative terms and conditions of the agreement.					
BUDGET PERIOD 06/01/2018 - 12/31/2023	PROJECT PERIOD 06/01/2018 - 12/31/2023	TOTAL BUDGET PERIOD COST \$3,737,700.00	TOTAL PROJECT PERIOD COST \$3,737,700.00		
NOTICE OF AWARD Based on your Application dated 07/18/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share 93.98% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,512,700.00. 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.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Karen Sykes - Lead Grants Management Specialist				DATE 09/23/2021	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$3,512,700	\$0	\$3,512,700
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$225,000	\$0	\$225,000
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$3,737,700	\$0	\$3,737,700

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Clean Water Act Section 118(c)(7) as Amended by PL 114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$3,737,700
9. Total Direct Charges	\$3,737,700
10. Indirect Costs: 0.00 % Base Not Applicable	\$0
11. Total (Share: Recipient <u>6.02</u> % Federal <u>93.98</u> %)	\$3,737,700
12. Total Approved Assistance Amount	\$3,512,700
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$3,512,700

Administrative Conditions

THE FOLLOWING ADMINISTRATIVE TERM AND CONDITION IS UPATED:

1. 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-november-12-2020-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: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

THE FOLLOWING ADMINISTRATIVE TERM AND CONDITION IS ADDED:

5. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and kozak.kendra@epa.gov

- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and kozak.kendra@epa.gov

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: vargas.noel@epa.gov and kozak.kendra@epa.gov

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: vargas.noel@epa.gov and kozak.kendra@epa.gov

ALL OTHER ADMINISTRATIVE TERMS AND CONDITIONS REMAIN THE SAME.

Programmatic Conditions

ALL PROGRAMMATIC TERMS AND CONDITIONS REMAIN THE SAME.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00E02356 MODIFICATION NUMBER: 2 PROGRAM CODE: GL	DATE OF AWARD 11/04/2021
		TYPE OF ACTION Supplemental Decrease	MAILING DATE 11/11/2021
		PAYMENT METHOD: ASAP	ACH# 50745
		RECIPIENT TYPE: State	
RECIPIENT: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155 EIN: 41-6007162		PAYEE: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155	
PROJECT MANAGER Melissa Sjolund 500 Lafayette Road St. Paul, MN 55155 E-Mail: melissa.sjolund@state.mn.us Phone: 218-302-3245		EPA PROJECT OFFICER Noel Vargas 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 E-Mail: Vargas.Noel@epa.gov Phone: 312-353-3575	EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MC-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 E-Mail: kozak.kendra@epa.gov Phone: 312-353-8834
PROJECT TITLE AND EXPLANATION OF CHANGES Perch Lake Habitat Restoration Project in the St. Louis River Area of Concern (AOC), MN Minnesota Department of Natural Resources will restore 21 acres of aquatic and coastal habitat in the St. Louis River Estuary Area of Concern (AOC). Specifically, the project will enhance connectivity by increasing the width and capacity of the connecting channel between Perch Lake and the estuary to facilitate nutrient exchange and aquatic organism passage and restore deep and shallow coastal marsh habitats at Perch Lake for priority fish, wildlife and plant species including muskellunge, wild rice and marsh birds. This project will contribute to removal of two Beneficial Use Impairments within the AOC (loss of fish and wildlife habitat and degradation of benthos). This amendment reduces the total project costs by \$225,000 on this non-competitive grant. The revised budget reduces the recipient cost share to the amount of \$0. The reason of the decrease is because these funds were applied as in-kind on a project funded through the Great Legacy Act contract. There are no changes to the terms and conditions of the assistance agreement.			
BUDGET PERIOD 06/01/2018 - 12/31/2023	PROJECT PERIOD 06/01/2018 - 12/31/2023	TOTAL BUDGET PERIOD COST \$3,512,700.00	TOTAL PROJECT PERIOD COST \$3,512,700.00
NOTICE OF AWARD Based on your Application dated 07/18/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,512,700.00. 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.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Karen Sykes - Lead Grants Management Specialist			DATE 11/04/2021

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$3,512,700	\$0	\$3,512,700
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$225,000	(\$225,000)	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$3,737,700	(\$225,000)	\$3,512,700

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Clean Water Act Section 118(c)(7) as Amended by PL 114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page


Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$3,512,700
9. Total Direct Charges	\$3,512,700
10. Indirect Costs: 0.00 % Base Not Applicable	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$3,512,700
12. Total Approved Assistance Amount	\$3,512,700
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$3,512,700

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00E02356 MODIFICATION NUMBER: 3 PROGRAM CODE: GL	DATE OF AWARD 05/31/2023	
			TYPE OF ACTION Revision: Scope & Increase		MAILING DATE 06/05/2023
			PAYMENT METHOD: ASAP		ACH# 50745
			RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155 EIN: 41-6007162			PAYEE: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155		
PROJECT MANAGER Melissa Sjolund 525 Lake Ave S #415 St. Paul, MN 55802 Email: melissa.sjolund@state.mn.us Phone: 218-302-3245		EPA PROJECT OFFICER Noel Vargas 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Vargas.Noel@epa.gov Phone: 312-353-3575		EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MC-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 Email: kozak.kendra@epa.gov Phone: 312-353-8834	
PROJECT TITLE AND EXPLANATION OF CHANGES Perch Lake Habitat Restoration Project <p>Minnesota Department of Natural Resources will restore 21 acres of aquatic and coastal habitat in the St. Louis River Estuary Area of Concern (AOC). Specifically, the project will enhance connectivity by increasing the width and capacity of the connecting channel between Perch Lake and the estuary to facilitate nutrient exchange and aquatic organism passage and restore deep and shallow coastal marsh habitats at Perch Lake for priority fish, wildlife and plant species including muskellunge, wild rice and marsh birds. This project will contribute to removal of two Beneficial Use Impairments within the AOC (loss of fish and wildlife habitat and degradation of benthos).</p> <p>This Supplemental amendment obligates federal funding in the amount of \$1,700,000 and increases total project costs to \$5,212,700. The supplemental funding provides assistance to the Minnesota Department of Natural Resources to implement its project to enhance trail and waterway recreational access to Perch Lake. The revised workplan activities are in accordance with Clean Water Act: Sec. 118(c) as amended by PL 114-322 guidelines.</p> <p>This action updates the Administrative terms and conditions of the Assistance Agreement.</p>					
BUDGET PERIOD 06/01/2018 - 12/31/2024	PROJECT PERIOD 06/01/2018 - 12/31/2024	TOTAL BUDGET PERIOD COST \$5,212,700.00	TOTAL PROJECT PERIOD COST \$5,212,700.00		
NOTICE OF AWARD					
<p>Based on your Application dated 04/10/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,700,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$5,212,700.00. 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>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
William Massie Digital signature applied by EPA Award Official				DATE 05/31/2023	

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,700,000
7. Construction	\$0
8. Other	\$3,512,700
9. Total Direct Charges	\$5,212,700
10. Indirect Costs: 0.00 % Base Not Applicable	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$5,212,700
12. Total Approved Assistance Amount	\$5,212,700
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,700,000
15. Total EPA Amount Awarded To Date	\$5,212,700

Administrative Conditions

THE FOLLOWING ADMINISTRATIVE TERMS AND CONDITIONS ARE UPDATED:

1. General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

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-october-1-2022-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify 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:
<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

5. Correspondence Condition


The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and kozak.kendra@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and kozak.kendra@epa.gov
- FINAL MBE/WBE reports (EPA Form 5700-52A): sykes.karen@epa.gov and kozak.kendra@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: vargas.noel@epa.gov and kozak.kendra@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: vargas.noel@epa.gov

ALL OTHER ADMINISTRATIVE TERMS AND CONDITIONS REMAIN THE SAME.

Programmatic Conditions

ALL PROGRAMMATIC TERMS AND CONDITIONS REMAIN THE SAME.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00E02356 MODIFICATION NUMBER: 4 PROGRAM CODE: GL	DATE OF AWARD 06/22/2023	
			TYPE OF ACTION No Cost Amendment		MAILING DATE 06/22/2023
			PAYMENT METHOD: ASAP		ACH# 50745
			RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155 EIN: 41-6007162			PAYEE: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155		
PROJECT MANAGER Melissa Sjolund 525 Lake Ave S #415 St. Paul, MN 55802 Email: melissa.sjolund@state.mn.us Phone: 218-302-3245		EPA PROJECT OFFICER Noel Vargas 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Vargas.Noel@epa.gov Phone: 312-353-3575		EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MC-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 Email: kozak.kendra@epa.gov Phone: 312-353-8834	
PROJECT TITLE AND EXPLANATION OF CHANGES Perch Lake Habitat Restoration Project Minnesota Department of Natural Resources will restore 21 acres of aquatic and coastal habitat in the St. Louis River Estuary Area of Concern (AOC). The project will enhance connectivity by increasing the width and capacity of the connecting channel between Perch Lake and the estuary. This administrative amendment removes the site code from line of accounting number 001 at Amendment 3. No other change were made. All terms and conditions remain the same.					
BUDGET PERIOD 06/01/2018 - 12/31/2024	PROJECT PERIOD 06/01/2018 - 12/31/2024	TOTAL BUDGET PERIOD COST \$5,212,700.00	TOTAL PROJECT PERIOD COST \$5,212,700.00		
NOTICE OF AWARD Based on your Application dated 04/10/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$5,212,700.00. 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.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Karen Sykes - Lead Grants Management Specialist				DATE 06/22/2023	

Budget Summary Page


Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,700,000
7. Construction	\$0
8. Other	\$3,512,700
9. Total Direct Charges	\$5,212,700
10. Indirect Costs: 0.00 % Base Not Applicable	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$5,212,700
12. Total Approved Assistance Amount	\$5,212,700
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$5,212,700

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00E02356 MODIFICATION NUMBER: 5 PROGRAM CODE: GL	DATE OF AWARD 02/06/2024
		TYPE OF ACTION No Cost Amendment	MAILING DATE 02/06/2024
		PAYMENT METHOD: ASAP	ACH# 50745
RECIPIENT TYPE: State		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155 EIN: 41-6007162		PAYEE: Minnesota Department of Natural Resources 500 Lafayette Road P.O. Box 45 St. Paul, MN 55155	
PROJECT MANAGER Melissa Sjolund 525 Lake Ave S #415 St. Paul, MN 55802 Email: melissa.sjolund@state.mn.us Phone: 218-302-3245	EPA PROJECT OFFICER Noel Vargas 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Vargas.Noel@epa.gov Phone: 312-353-3575	EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MC-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 Email: kozak.kendra@epa.gov Phone: 312-353-8834	
PROJECT TITLE AND EXPLANATION OF CHANGES Perch Lake Habitat Restoration Project Minnesota Department of Natural Resources will restore 21 acres of aquatic and coastal habitat in the St. Louis River Estuary Area of Concern (AOC). The project will enhance connectivity by increasing the width and capacity of the connecting channel between Perch Lake and the estuary. This amendment is to modify the workplan for the Perch Lake project and revises the current budget to coincide with the revised workplan. The revised budget and workplan activities are in accordance with Clean Water Act Section 118(c)(7) as Amended by PL 114-322. The terms and conditions remain the same.			
BUDGET PERIOD 06/01/2018 - 12/31/2024	PROJECT PERIOD 06/01/2018 - 12/31/2024	TOTAL BUDGET PERIOD COST \$ 5,212,700.00	TOTAL PROJECT PERIOD COST \$ 5,212,700.00
NOTICE OF AWARD Based on your Application dated 02/05/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 5,212,700.00. 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.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Karen Sykes - Supervisor, Grants Management Officer			DATE 02/06/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 5,212,700	\$ 0	\$ 5,212,700
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 5,212,700	\$ 0	\$ 5,212,700

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Geographic Programs - Great Lakes Restoration Initiative	Clean Water Act: Sec. 118(c) as amended by PL 114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 1,543,400
7. Construction	\$ 0
8. Other	\$ 3,669,300
9. Total Direct Charges	\$ 5,212,700
10. Indirect Costs: 0.00 % Base Not Applicable	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 5,212,700
12. Total Approved Assistance Amount	\$ 5,212,700
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 0
15. Total EPA Amount Awarded To Date	\$ 5,212,700

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

Area of Concern Program: GLRI FFY2018 Work Plan

Grant #GL00E02356 Perch Lake Construction

**Amendment to add additional work to the Perch Lake Habitat Restoration Project and
implement stewardship at other St. Louis River AOC restoration project sites**

Submitted to the

U.S. EPA - Great Lakes National Program Office

77 W. Jackson Blvd.

Chicago, Illinois 60604

Telephone: 312-886-4040

[US Environmental Protection Agency website](#)

Revised January 2024

1. Project Title

Amendment to add additional work to the Perch Lake Habitat Restoration Project and implement stewardship at other St. Louis River AOC restoration project sites
St. Louis River AOC; GLRI FFY18 Perch Lake Habitation Restoration Project, Grant #GL00E02356

2. Total Project Funding

FFY18: \$3,512,700

FFY23: \$1,700,000

3. Name and Address of Organization

Minnesota Department of Natural Resources (MNDNR)

500 Lafayette Road N

St. Paul, MN 55155

4. Contact Name, address, phone, fax, and email

Melissa Sjolund, Lake Superior & St. Louis River Program Supervisor

Minnesota Department of Natural Resources

525 Lake Ave. S #415

Duluth, MN 55802

Phone: 218-302-3245

melissa.sjolund@state.mn.us

5. Project Abstract

The St. Louis River Restoration Initiative (SLRRI) is requesting an amendment to the work plan for Grant #GL00E02356 (Grant). The Grant was originally awarded to complete habitat restoration at Perch Lake, a management action necessary for delisting the St. Louis River Area of Concern (SLRAOC). After completing construction Phases 1 and 2 at Perch Lake, MNDNR estimates there will be \$760,500 in unspent Grant funds. With this amendment, MNDNR is proposing that additional work be added to the Grant's scope to spend down the unspent funds. The additional work includes the following projects:

- Project #1: Perch Lake Restoration project, Phase 3 (\$450,000, estimate)
- Project #2: Perch Lake Landing project (\$156,600)
- Project #3: Stewardship activities at completed SLRAOC projects (\$153,900, estimate)

Together, these projects support GLRI objectives for Areas of Concern (Focus Area 1), Habitat (Focus Area 4) and emerging GLRI objectives for promoting Environmental Justice within Areas of Concern.

6. Problem Statement

Project #1: Perch Lake Restoration project, Phase 3

Perch Lake is a former embayment of the St. Louis River, initially isolated from the river by a

railroad causeway constructed along the riverbank in the 19th Century, followed by State Highway 23. These barriers decreased hydrologic exchange and restricted aquatic organism passage between Perch Lake and the estuary. Over time, this resulted in sediment and organic material accumulation, changes in the aquatic and wetland plant communities, and shifts in the macroinvertebrate and fish populations in Perch Lake.

Restoring Perch Lake is identified as Project 9.09 in the St. Louis River AOC Remedial Action Plan (RAP). Completing this management action contributes to removing Beneficial Use Impairment (BUI) 9: Loss of Fish and Wildlife Habitat and delivers approximately 30 acres of restored aquatic habitat. Restoration actions associated with this project will also support removing Beneficial Use Impairment (BUI) 4: Degradation of Benthos.

Using funds from this Grant, MNDNR has contracted Phases 1 and 2 of the Perch Lake restoration. With this amendment request, we request that remaining funds contribute towards Phase 3 construction, thereby completing this required AOC management action.

Project #2: Perch Lake Landing project

The neighborhoods surrounding Perch Lake (Gary-New Duluth and Fond du Lac) have been disproportionately impacted by legacy pollution and habitat alterations. Socioeconomic data accessed through EPA's EJScreen tool indicate that these communities are low income and have higher rates of unemployment. The Gary New-Duluth neighborhood is near the location of the former U.S. Steel plant and current Superfund site.

Improving the physical environment by restoring habitat improves conditions that lead to better health for humans, plants, and animals. As the environment improves at these locations, people's desire to recreate there will increase.

The City of Duluth's Parks and Recreation Division engages closely with impacted communities as they develop plans for access and recreation along the St. Louis River corridor. Based on community input and existing uses, the city has prioritized Perch Lake landing for improvements to access and recreation. Perch Lake landing is uniquely suited to providing access to recreational opportunities such as: canoeing and kayaking, bicycling, walking, shore and boat fishing, picnicking, birding, spiritual reflection, nature appreciation, and subsistence gathering of plants. Many of these opportunities are low or no cost. Since health behaviors accounts for 30% of what makes us healthy, improved access to a cleaner environmental will be an important determinant of health.

Project #3: Stewardship activities at completed SLRAOC projects

Since 2015, MNDNR has completed six habitat restoration projects under the AOC program. While all projects were successfully constructed as designed and are trending towards restoration goals, MNDNR has identified multiple opportunities for investments in stewardship activities, including:

- Controlling invasive plants
- Promoting native plant establishment
- Removing debris

These activities would occur within the boundaries of recently completed AOC restoration projects, such as Chambers Grove, Radio Tower Bay, Knowlton Creek, Grassy Point, Kingsbury Bay, and Interstate Island. Promoting site stewardship in the years immediately following restoration will maximize restoration outcomes and ensure successful BUI removal.

7. Proposed Work - Introduction

The Grant was originally awarded to complete habitat restoration at Perch Lake, a management action necessary for delisting the St. Louis River Area of Concern (SLRAOC). Restoring Perch Lake is identified as Management Action 9.02 on the SLRAOC Remedial Action Plan. Due to the size and complexity of the project, it has been divided into three phases and is being constructed over a period of three years (2022-2024).

After completing construction Phases 1 and 2 at Perch Lake, MNDNR estimates there will be \$760,500 in unspent Grant funds. With this amendment, MNDNR is proposing that additional work be added to the Grant's scope to spend down the unspent funds. The additional work is separated into three separate projects, as described below.

7a. Proposed Work – Project Context

Project #1: Perch Lake Restoration, Phase 3

The primary objectives for this project are to restore the Perch Lake sheltered bay habitat, revitalize the biological and physical connections to the Estuary and enhance recreational access to Perch Lake. The project will also remove excess sediment that has built up within the bay and restore optimum bathymetry. The project targets Lake Superior Coastal Marsh as the desired habitat for restoration. Lake Superior Coastal Marsh habitat is identified by the Minnesota Biological Survey (MNDNR) as critically imperiled (S1). MNDNR is restoring Perch Lake in three phases:

Phase 1 restores coastal wetland and fish habitat within Perch Lake. Phase 1 was contracted in 2022, began construction in June 2022, and was completed in March 2023. Activities included dewatering pad construction and removal, dredging, spawning gravel placement, and tree clearing. The Phase 1 construction contract was \$5,314,000, of which \$3,500,000 was paid from the original FFY18 project funding. Phase 1 of the project was contracted by the Minnesota Land Trust through a subaward.

Phase 2 restores hydrologic function to Perch Lake by installing a 16 by 12 foot box culvert under Highway 23, connecting the isolated bay to the main channel of the river. Phase 2 of the project is being contracted by MNDNR, who awarded a \$637,700 contract for culvert fabrication in March 2023. Prior to bidding out the culvert installation contract in April 2023, project engineers estimated the work at approximately \$3,400,000, which greatly exceeded the remaining budget comprised of State of Minnesota Outdoor Heritage Funds. For this reason, MNDNR requested an additional \$1,700,000 from FFY23, which was awarded in a May 31, 2023, amendment.

Surprisingly, multiple bids were received well under the engineer's \$3.4M estimate, with the winning bid from Landwehr Construction totaling only \$1,341,797. This contract was encumbered using \$939,497 from Grant No. #GL00E02356, leaving \$760,503 unspent. MNDNR

is proposing this Grant amendment to spend the remaining funds on Phase 3 construction and additional work, as described below.

Phase 3 completes the hydrologic connection between Perch Lake and the river by adding a bridge opening under a former railroad causeway that functions as a city-owned pedestrian trail. The opening will align with the new culvert under Highway 23. Phase 3 is currently at the 60% design stop with a preliminary engineer's estimate of \$440,000. The design team expects this estimate to increase as they work through constructability and design the revegetation plan. Therefore, MNDNR is currently using a placeholder estimate of \$600,000 for Phase 3, of which \$450,000 will be funded through Grant No. #GL00E02356 and the remaining \$150,000 funded through state funds.

Project #2: Perch Lake Landing project

Restoring fish and wildlife habitat at Perch Lake brings new opportunities for recreation within Perch Lake, in the adjacent St. Louis River estuary, and on the river's shoreline. Perch Lake is located adjacent to two important recreational features: the St. Louis River Estuary National Water Trail and Waabizheshikana: The Marten Trail. Significant recent efforts by the St. Louis River Alliance and the City of Duluth have contributed to establishing these trails to promote the ongoing and future success of the AOC program and address environmental justice by connecting the community to the restored public resources.

MNDNR proposes an amendment to Grant No. #GL00E02356 that will fund elements of the City of Duluth's Perch Lake Landing Project. Enhancing public access and recreation opportunities in this portion of the AOC is a high priority for the state, the city, and the community, as it greatly benefits underserved neighborhoods and populations and completes the vision of "restoration to revitalization."

With this amendment MNDNR requests that \$156,600 be subawarded to the City of Duluth Parks and Recreation Department to complete the following elements of the Perch Lake Landing Project (dollar amounts are estimated, spending will reflect actual costs):

- Professional service contracts as needed to collect baseline data and complete engineering designs and specifications (\$50,000).
- Repairs to the existing pedestrian bridge located on the causeway between Perch Lake and the St. Louis River (\$10,000)
- Gravel necessary to resurface the existing pedestrian trail and/or parking areas (\$7,500)
- An accessible kayak dock, providing paddling access to both Perch Lake and the St. Louis River (\$75,000)
- Park entrance sign (\$5,000)
- Bike rack (\$850)
- A contingency budget (\$8,250)

The proposed elements consist of professional services contracts and procuring equipment/supplies. MNDNR and the City will work together to develop a work plan and budget for this project. The City of Duluth will secure alternate funding to support project management, and all construction/installation costs.

Project #3: Stewardship activities at completed SLRAOC projects

Since 2015, MNDNR has completed six habitat restoration projects under the AOC program. These projects are all identified in the SLRAOC RAP as necessary to remove the following BUIs: Degraded Fish and Wildlife Populations (BUI 2), Degraded Benthos (BUI 4) and Loss of Fish and Wildlife Habitat (BUI 9). Projects include Chambers Grove, Radio Tower Bay, Knowlton Creek, Grassy Point, Kingsbury Bay, and Interstate Island.

MNDNR designs all restoration projects using the best available science. We develop projects with a Restoration Site Team, comprised of resource managers, researchers, and subject matter experts. Project designs and specifications are created by professional engineers and consultants, and all federally funded elements are completed under a Quality Assurance Project Plan. All projects were successfully constructed as designed and long-term monitoring and management are in place. MNDNR, MPCA, and USEPA are collecting and summarizing data to be included in BUI removal packages and support AOC delisting.

While these projects are trending towards restoration goals, MNDNR has identified multiple opportunities for investments in stewardship activities that will ensure long-term success and a natural, dynamic riverine environment. Stewardship activities that may be implemented include:

- Controlling aquatic and terrestrial invasive plant species. Target species may include Eurasian watermilfoil, purple loosestrife, phragmites, and yellow flag iris.
- Promoting native plant establishment in areas where invasive species are removed/controlled or where post-restoration recruitment has been poor. Native vegetation may be promoted by seeding or planting.
- Removing debris, with a focus on restoration sites where legacy sawmill waste was removed from the river. Post-restoration, additional sawmill waste (primarily wood slabs) has floated up from the river bottom and accumulated along the shoreline.

These activities would primarily occur within the boundaries of recently completed AOC restoration projects, except for liberated sawmill that has migrated outside of project boundaries.

7b. Project Rationale

Completing Phase 3 of the Perch Lake Habitat Restoration Project will restore and enhance Lake Superior coastal wetlands in accordance with SLRAOC RAP. The Project addresses two BUIs: Loss of Fish and Wildlife Habitat (BUI 9), and Degradation of Benthos (BUI 4). When completed, the Perch Lake Project will contribute approximately 30 acres of restored aquatic habitat.

As the Perch Lake Project is completed, there is a prime opportunity to complete the vision of “restoration to revitalization” that has been the goal of local, state, and Federal partners, in addition to achieving emerging EPA objectives for promoting environmental justice. Perch Lake is uniquely suited to provide a variety of terrestrial and aquatic recreation opportunities and/or activities supporting community health and wellbeing. City partners have been actively planning for this opportunity and are currently positioned to use Grant funds quickly and efficiently to begin producing benefits for nearby underserved communities.

The Perch Lake project is the seventh restoration project to be completed by MNDNR under the

SLRAOC program. By promoting site stewardship activities in the years immediately following restoration we will maximize restoration outcomes, ensure successful BUI removal and AOC delisting, and reduce the need for more intense maintenance activities in the future.

8. Proposed work outcomes and products, expected environmental outcomes and results

Work Outcomes

- Complete Phase 3 of the Perch Lake project, resulting in approximately 30 acres of aquatic habitat restored.
- Implement initial, post-construction monitoring of the Perch Lake restoration project.
- Collect baseline data as necessary to design and permit the Perch Lake landing project.
- Design access and recreation outcomes at Perch Lake landing
- Acquire materials necessary to implement the Perch Lake landing project
- Complete one or more of the following stewardship activities:
 - Early detection and control of invasive plants at completed AOC restoration projects;
 - Enhance native plant establishment at completed SLRAOC restoration project sites via planting and/or seeding; and
 - Remove debris from completed SLRAOC restoration project sites.

Work Products

- Executed contract for Perch Lake Phase 3 construction.
- Construction of the Perch Lake Phase 3 restoration project
- As-built drawings for the Perch Lake Phase 3 restoration project
- Final designs for the Perch Lake Landing project.
- Materials and equipment acquired for the Perch Lake Landing project.
- Work plans(s) to address needed stewardship activities at completed SLRAOC restoration project sites.
- Executed contract(s) for stewardship activities at completed SLRAOC restoration project sites.
- Long-term maintenance and management plan(s)
- Quality Assurance Project Plan(s)

Expected Environmental Outcomes

- Improved hydrologic connection between Perch Lake and the St. Louis River
- Increased aquatic organism passage between Perch Lake and the St. Louis River
- Enhanced native plant communities at completed SLRAOC restoration projects that are more resistant to invasive plants
- Restoration project sites free of debris
- Improved shoreline conditions and increased riparian connectivity.

Expected Environmental Results

- Improved water quality within Perch Lake
- Increased productivity of important fish and wildlife resources of the St. Louis River Estuary adding to the rate of recovery of fish and wildlife populations.

- Greater resilience and redundancy of coastal marsh habitats in the face of extreme disturbance events. Coastal marshes occur in a very restricted areas of Lake Superior.

9. Measuring Progress

Progress will be measured as each step is completed: project construction, review of as-built documentation, review of post-construction monitoring plans and collected data, adaptive management based on observed results.

10. Operations and Maintenance

Phase 3 of the Perch Lake restoration project includes creating an opening (bridge) through a city-owned pedestrian trail. Short-term operations and maintenance of the trail and bridge will be the responsibility of MNDNR and will be established via Access Agreement between MNDNR and the City of Duluth. Long-term operations and maintenance of the trail bridge will be the responsibility of the City of Duluth. The City of Duluth will also assume long-term operations and maintenance responsibility for all access and recreation improvements constructed as part of the Perch Lake Landing project.

MNDNR, Duluth Area Fisheries manages the Lower St. Louis River through regular monitoring, assessment and regulation. They are partnered with the WDNR, the MPCA, USEPA MED Lab, and NOAA's National Estuary Research Reserve in the effort to monitor and address issues associated with the long-term maintenance of habitat restoration outcomes in the estuary. Because the project occurs in public waters, the project's outcomes cannot be intentionally compromised by future dredge or fill activities without meeting all applicable permit requirements.

St. Louis River habitat restoration projects are designed to be maintained by the natural processes that define these systems. Barring catastrophic events, these projects would not require major maintenance actions. However, considering the dynamic nature of a riverine ecosystem, continued stewardship activities may be required to ensure that SLRAOC restoration sites maintain a trajectory towards desired future conditions. Continued stewardship activities promoting native plant species will inhibit future establishment of invasives.

MNDNR, Duluth Area Fisheries has partnered with WDNR, MPCA, 1854 Treaty Authority, Fond du Lac Band of Lake Superior Chippewa, USEPA MED Lab, and NOAA's National Estuary Research Reserve to conduct regular monitoring, assessment, and regulation in the estuary. Long-term monitoring is beneficial for determining the outcomes of AOC remediation and habitat restoration activities, which may not be fully determined during the five year period defined in the QAPP. Continued routine monitoring of conditions and trends of water quality, habitat quality, and species composition as conducted by the participating agencies will be beneficial for the maintenance of habitat restoration outcomes.

11. Project Milestones- Dates listed here are considered to be best estimates based on current information and apply only to the activities proposed under this amendment.

Project	Milestone	FFY24 (through 9/30/24)	FFY25 (10/1/24- 9/30/25)
Perch Lake Restoration, Phase 3	Approved QAPP	2/2024	
	Award contract for project construction	4/2024	
	Complete construction		10/2024
	Receive final As-built drawing(s)		12/2024
	Complete long-term monitoring and maintenance plan		12/2024
Perch Lake Landing	Subaward funds to City of Duluth	2/2024	
	Approved QAPP	3/2024	
	Award contract(s) for baseline data collection and/or project design	4/2024	
	Complete project design		12/2024
	Acquire equipment and supplies		12/2024
Stewardship activities at completed SLRAOC projects	Identify work areas	3/2024	
	Approved QAPP	5/2024	
	Award contract(s) for stewardship activities	6/2024	
	Complete stewardship activities		10/2024
All	Grant end date		12/2024
	Final grant report		3/2025

12. Project Budget Detail

DNR is requesting an amendment to identify a work plan and new budget to address unspent Grant funds.

Budget Category		Federal Grant	State Match	TOTAL
a	Personnel	0	0	0
b	Fringe Benefits	0	0	0
c	Travel	0	0	0
d	Equipment	0	0	0
e	Supplies	0	0	0
f	Contractual	\$1,543,400	0	\$1,543,400
g	Construction	0	0	0
h	Other	\$3,669,300	0	\$3,669,300
i	Total Direct Charges	\$5,212,700	0	\$5,212,700
j	Indirect Charges	0	0	0
k	TOTALS	\$5,212,700	0	\$5,212,700

a. Personnel: None

b. Fringe Benefits: None

c. Travel: None

d. Equipment: None

e. Supplies: None

f. Contractual: Contracts as necessary to develop and implement projects contained in this work plan. Includes Implementation of Phase 2 and 3 construction at Perch Lake, in addition to stewardship activities at completed SLRAOC projects.

g. Construction: None

h. Other: includes the following:

\$3,512,700 sub-awarded to the Minnesota Land Trust to fund construction of Phase 1 of the Perch Lake restoration project.

\$156,600 sub-awarded to the City of Duluth to fund elements of the Perch Lake Landing Project. The sub-award will fund contracts, equipment, and supplies. There are no indirect charges.

i. Total Direct Charges: As shown

j. Indirect Charges: None

k. Totals

Attachment C: SCOPE of WORK

1. Overview and Goals

Project Overview

The neighborhoods surrounding Perch Lake (Gary-New Duluth and Fond du Lac) have been disproportionately impacted by legacy pollution and habitat alterations. Socioeconomic data accessed through EPA's EJScreen tool indicate that these communities are low income and have higher rates of unemployment. The Gary New-Duluth neighborhood is near the location of the former U.S. Steel plant and current Superfund site. Improving the physical environment by restoring habitat improves conditions that lead to better health for humans, plants, and animals. As the environment improves at these locations, people's desire to recreate there will increase.

The City of Duluth's Parks and Recreation Division engages closely with impacted communities as they develop plans for access and recreation along the St. Louis River corridor. Based on community input and existing uses, the city has prioritized Perch Lake landing for improvements to access and recreation. Perch Lake landing is uniquely suited to providing access to recreational opportunities such as: canoeing and kayaking, bicycling, walking, shore and boat fishing, picnicking, birding, spiritual reflection, nature appreciation, and subsistence gathering of plants. Many of these opportunities are low or no cost. Since health behaviors accounts for 30% of what makes us healthy, improved access to a cleaner environmental will be an important determinant of health.

Goals

Under this subgrant, the City of Duluth will complete elements of the City's Perch Lake Landing Project through professional service contracts, construction contracts, and purchases of equipment and supplies.

Final project will deliver opportunities to better connect impacted communities to recreation and enrichment opportunities within the recently restored Perch Lake and the adjacent St. Louis River. This project also serves as a connection point to the St. Louis River Estuary National Water Trail and Waabizheshikana: The Marten Trail. These public trails promote the ongoing and future success of the AOC program address environmental justice by connecting the community to the restored public resources.

2. Project Standards

Project elements will be designed and constructed to meet applicable standards for accessibility (e.g., Americans with Disabilities Act and/or Architectural Barriers Act). Project-related data will be collected in accordance with the project's Quality Assurance Program Plan (QAPP). OSHA requirements will be followed for all elements.

3. Scope of Services and Deliverables

Scope of Services

With this subgrant, the City of Duluth Parks and Recreation Department will complete the following elements of the Perch Lake Landing Project (dollar amounts are estimated for each element; spending and final project list will reflect actual costs, not to exceed a total cost of \$156,600):

- Professional service contracts as needed to collect baseline data and complete engineering designs and specifications (\$50,000).
- Repairs to the existing pedestrian bridge located on the causeway between Perch Lake and the St. Louis River (\$10,000)

- Gravel necessary to resurface the existing pedestrian trail and/or parking areas (\$7,500)
- An accessible kayak dock, providing paddling access to both Perch Lake and the St. Louis River (\$75,000)
- Park entrance sign (\$5,000)
- Bike rack (\$850)
- A contingency budget (\$8,250)

The proposed elements consist of professional services contracts and procuring equipment/supplies. The City of Duluth will secure alternate funding to support project management, and all construction/installation costs. Should actual costs be higher than expected the City and MNDNR will work together to prioritize which elements to complete.

Deliverables

- Approved QAPP for all applicable tasks
- Final designs for the Perch Lake Landing project.
- Materials and equipment acquired for the Perch Lake Landing project.

Project Schedule

The schedule below depends on timely completion of the subgrant and review/approval of the QAPP by USEPA. MNDNR and the City of Duluth will meet regularly to assess progress. The City will be responsible for meeting minutes and providing them to MNDNR within one week of the meeting. Meeting minutes will serve as progress reports for the purposes of this grant.

- February-March 2024: Subgrant funds to the City of Duluth
- March-April 2024: Approved QAPP
- April-May 2024: Award contract(s) for baseline data collection and/or project design
- December 2024: Complete project design, complete equipment and supplies purchases
- January 31, 2025: Final invoices and any reports or other documentation submitted to the MNDNR.

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Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest 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. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person 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.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name:

Legal Citation:

Authorized Representative Printed Name:

Authorized Representative Signature/Date: