



Grant Agreement
Amendment #1
State of Minnesota

SWIFT Contract Number: 256937
Agency Interest: 90804
Activity ID: PRO20240001

Contract Start Date:	<u>9/25/2024</u>	Total Contract Amount:	<u>\$50,000.00</u>
Original Contract Expiration Date:	<u>6/30/2025</u>	Original Contract:	<u>\$50,000.00</u>
Current Contract Expiration Date:	<u>6/30/2025</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>6/30/2026</u>	This Amendment:	<u>\$0</u>

This Amendment is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State") and **the City of Duluth**, 411 West 1st Street, Duluth, MN 55082 ("Grantee").

Recitals

1. The State has a grant contract with the Grantee identified as SWIFT Contract No. 256937 ("Original Grant Contract") to provide the **Energy Efficiency for Duluth Buildings and Facilities project**.
2. The Agreement is being amended to extend the end date to allow additional time and update the workplan/budget.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1 "**Term of Grant Agreement**" is being amended as follows:

- 1.1. Effective date: **September 25, 2024**, Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
- 1.2. Expiration date: ~~June 30, 2025~~, June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

REVISION 2. Clause 2 "Grantee's duties" is being amended as follows:

The Grantee, who is not a state employee, will perform the duties specified in Revised Attachment A, which is attached and incorporated into this grant agreement.

REVISION 3. Cause 4.1 "Consideration" is being amended as follows:

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

- (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Revised Attachment A, which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 5% (five percent) of the grant award amount as cash match or in-kind services.

- (b) Grantee Commitment to Financing.** Grantee shall ensure that sufficient funding is available to the project to assure its satisfactory completion. Grantee shall not reduce the monetary amount it has committed to the project through its own or other funds without written consent of the MPCA. Grantee shall bear the sole responsibility for cost overruns in completing this project.
- (c) Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will be reimbursed as outlined in **Revised Attachment A**; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (d) Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$50,000.00 (Fifty Thousand Dollars and Zero Cents)**.

Except as amended herein, the terms and conditions of the Original Grant Agreement and all previous amendments and change orders remain in full force and effect. The Original Grant Agreement and any previous amendments and change orders are incorporated into this amendment by reference.

Signatures

Title

Name

Signature

Date