

# Exhibit A



## Grant Contract Agreement

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<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	<b>Grant Program:</b> Hazard Mitigation DR-4531  <b>Grant Contract Agreement No.:</b> A-HMGP-DR4531-DULUTHCI-007
<b>Grantee:</b> City of Duluth 411 West First Street Duluth, MN 55802-1101	<b>Grant Contract Agreement Term:</b>  <b>Effective Date:</b> 09/28/2022 <b>Expiration Date:</b> 09/28/2025
<b>Grantee’s Authorized Representative:</b> City of Duluth - Public Works and Utilities ATTN: James Benning, Director 411 West First Street Duluth, MN 55802-1101 Phone: 218-730-5105 E-mail: jbenning@DuluthMN.gov	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 7,102,197.00 Matching Requirement \$ 789,133.00
<b>State’s Authorized Representative:</b> Homeland Security and Emergency Management ATTN: Jennifer Davis – State Hazard Mitigation Officer 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7427 E-mail: jennifer.e.davis@state.mn.us	<b>Federal Funding:</b> CFDA/ALN: 97.039  <b>FAIN:</b> 4531DRMNP00000045  <b>State Funding:</b> None  <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Hazard Mitigation DR-4531 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the Hazard Mitigation DR-4531 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

Grant Contract Agreement No./ P.O. No. A-HMGP-DR4531-DULUTHCI-007 / P.O. No. 3000083650

Project No.: N/A

**2. GRANTEE**

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Organization: Duluth, City of

A-HMGP-DR4531-DULUTHCI-007

## Budget Summary (Report)

Budget				
Budget Category	Award	Match		
Project Management				
City of Duluth Project Management	\$0.00	\$376,000.00		
<b>Total</b>	\$0.00	\$376,000.00		
Architectural / Engineering Fees				
Architectural and engineering fees	\$1,099,000.00	\$0.00		
<b>Total</b>	\$1,099,000.00	\$0.00		
Construction Building Systems and Components				
Construction	\$3,986,300.00	\$0.00		
<b>Total</b>	\$3,986,300.00	\$0.00		
Other				
Contingency	\$306,000.00	\$0.00		
Misc signage	\$750.00	\$0.00		
<b>Total</b>	\$306,750.00	\$0.00		
Equipment / Materials				
Equipment - Generator related	\$935,000.00	\$0.00		
<b>Total</b>	\$935,000.00	\$0.00		
Property Appraisals				
Land, structures, rights-of-way, appraisals, etc.	\$10,000.00	\$0.00		
<b>Total</b>	\$10,000.00	\$0.00		
Indirect Costs				
Administrative and legal expenses	\$655,167.00	\$413,133.00		
<b>Total</b>	\$655,167.00	\$413,133.00		
Permits				
Project inspection fees	\$47,480.00	\$0.00		
<b>Total</b>	\$47,480.00	\$0.00		
Construction / Elevation				
Site Work	\$62,500.00	\$0.00		
<b>Total</b>	\$62,500.00	\$0.00		
<b>Total</b>	\$7,102,197.00	\$789,133.00		
<b>Allocation</b>	\$7,102,197.00	\$789,133.00		
<b>Balance</b>	\$0.00	\$0.00		