



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

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

**Recitals**

1. Under Coastal Zone Management Administration Awards, U.S. Department of Commerce; National Oceanic and Atmospheric Administration, CFDA 11.419, NA15NOS4190126, the State received a federal award on July 1, 2015 for Implementation of Minnesota's Lake Superior Coastal Program (Attachment A, attached and incorporated into this grant agreement).
2. The State sub-awards a total of \$192,000.00 to the Grantee DUNS 077627883. In this agreement, the State is sub-awarding \$1,000.00 to the Grantee for the purpose of conducting Minnesota's Lake Superior Coastal Program's FFY15 Task 305-05A: WWFT Trail Counters in the manner described in the Minnesota Department of Natural Resources' federal cooperative agreement which is incorporated by reference and as provided in [Minn.Stat. § 84.026](#). This project is not a research and development project.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

**Grant Agreement**

**1. Term of Grant Agreement**

- 1.1. **Effective date.** August 9, 2017, or the date the State obtains all required signatures under [Minn. Stat. §16B.98, Subd. 5](#), whichever is later. Per, [Minn.Stat. §16B.98 Subd. 7](#), no payments will be made to the Grantee until this grant agreement is fully executed. **The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2. **Expiration date.** December 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Publicity and Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 23 Additional Program Requirements.
- 1.4. **Incur Expenses.** Notwithstanding [Minnesota Statutes 16A.41](#), expenditures made on or after August 8, 2017 or the date the State obtains all required signatures are eligible for reimbursement.

**2. Grantee's Duties**

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

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

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

### 3. Time

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

### 4. Consideration and Payment

- 4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement will be paid by the State as follows:
  - (A) **Compensation.** Compensation in an amount of \$1,000.00, based on the following computation: See Attachment B Task Description.
  - (B) **Matching Requirements.** The total project cost is \$2,000.00. Grantee agrees to match at least \$1,000.00 or 50% of the total project cost.
  - (C) **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 19.54%. The Grantee's indirect cost rate is 0% for this sub-award agreement.
  - (D) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE WILL NOT EXCEED: ONE THOUSAND DOLLARS AND ZERO CENTS.

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

- 4.2. **Payment.** The State will disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee must submit reimbursement requests with required expenditure documentation. Reimbursement requests will be accepted upon expiration or when all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee must use the State's Financial Reporting Form, which documents grant expenses and non-federal contributions (match). A current progress report must be on file with the State before requests will be processed. See Section 18.2.
  - 4.2.1. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through "Implementation of Minnesota's Lake Superior Coastal Program", CFDA number 11.419 of the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of



Commerce. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

## **5. Conditions of Payment**

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

## **6. Authorized Representative**

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

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

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

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

## **8. Subcontractors, Contracting, and Bidding Requirements**

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

## **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's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 10. Audits (State and Single)

Under [Minn. Stat. § 16B.98](#), Subd.8, and Code of Federal Regulations [2 \(CFR\) 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

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

## 11. Government Data Practices and Intellectual Property

11.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

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

### 11.2. **Intellectual Property Rights.**

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

### 11.2.2. **Obligations.**

(A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) **Representation.** The Grantee represents and warrants that the Works do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works infringes upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.



If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law. Nothing in this article constitutes or should be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. The Grantee may assert the immunities of the State in connection with the Grantee's defense of any infringement claim brought against the State. The State must reasonably cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State will discontinue use of any allegedly infringing works at Grantee's reasonable request.

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

## 12. Workers' Compensation

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

## 13. Publicity and Endorsement

Any publicity regarding the subject matter of this grant agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or her designee. For purposes of this provision, publicity includes websites, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

### 13.1. **Publicity.**

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

*This [report/video/workshop/brochure/etc.] was prepared by [recipient name] using Federal funds under award NA15NOS4190126 from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce provided to the Minnesota Department of Natural Resources (DNR) for Minnesota's Lake Superior Coastal Program. The statements, findings, conclusions, and*

*recommendations are those of the author(s) and do not necessarily reflect the views of NOAA's Office of Coastal Management, the U.S. Department of Commerce, or the Minnesota DNR.*

#### **14. Governing Law, Jurisdiction, and Venue**

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

#### **15. Termination**

- 15.1. **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:
  - a) Funding for Grant No. NA15NOS4190126 is withdrawn by the U.S. Department of Commerce; or
  - b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### **16. Data Disclosure**

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

#### **17. American Disabilities Act**

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

#### **18. Reporting Requirements**

- 1.5. Grantee must submit Progress Reports, in a form and manner prescribed by the State. The Progress Reports is due December 31, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 18.1. Financial Reporting Forms summarizing grant expenditures to date, must be submitted in a form and manner prescribed by the State, (see Section 4.2) and includes the following:
  - a) Reimbursement of approved expenditures will be made based on expenditures reported. Reimbursement for expenditures deemed allowable, allocable, and reasonable will be made within 30 days of receipt of a complete request. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable, and reasonable, or for which adequate supporting documentation does not exist.



- b) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to the State upon request.
  - c) Financial Reporting Forms must be received by the State prior to the expiration date (see Section 1). Financial Reporting Forms received after that date will not be eligible for reimbursement.
- 18.3. Products, as outlined in Attachment B, must be received by the State prior to the expiration date (see Section 1). The State requires one electronic and one hard copy.

## **19. Monitoring**

The State will be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion.

## **20. Invasive Species Prevention**

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

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

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

## **21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

- 21.1. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

## **22. Whistleblower Protection Rights**

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

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

## **23. Additional Program Requirements**

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

- 23.1. The Grantee must attach Trail Counters to existing structures or affix to mobile/temporary stanchions.
- 23.2. The Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR § 200.321](#) (2015).
- 23.3. **Non-Discrimination Requirements.** No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or

be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
- e) Any other applicable non-discrimination law(s).

23.4. **Trafficking in persons.** You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

#### Attachments:

  X   A. Award Notice  
  X   B. Task Description  
  X   C. Conflict of Interest Disclosure

#### Signatures:

##### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Felicia Barnes

Date: 8/9/2017

SWIFT Contract/PO No(s). 129964/3000120787

##### 2. GRANTEE

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

By: \_\_\_\_\_

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

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

##### 3. STATE AGENCY

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

Title: Director, Ecological & Water Resources

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

Distribution:  
Agency  
Grantee  
State's Authorized Representative



CITY OF DULUTH

By: \_\_\_\_\_  
Mayor

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

Attest: \_\_\_\_\_  
City Clerk

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

Countersigned:

\_\_\_\_\_  
City Auditor

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

Approved as to form:

\_\_\_\_\_  
City Attorney

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

## Attachment A

FORM CD-450 (REV 01/09)		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
U. S. DEPARTMENT OF COMMERCE		AWARD NUMBER	
<b>FINANCIAL ASSISTANCE AWARD</b>		<b>NA15NOS4190126</b>	
RECIPIENT NAME Minnesota Department of Natural Resources Division of Waters			
STREET ADDRESS 1568 Highway 2		FEDERAL SHARE OF COST \$974,000.00	
CITY, STATE, ZIP CODE Two Harbors MN 55616		RECIPIENT SHARE OF COST \$895,000.00	
AWARD PERIOD 07/01/2015-12/31/2016		TOTAL ESTIMATED COST \$1,869,000.00	
AUTHORITY 16 U.S.C. 1455, 1455a, 1456b			
CFDA NO. AND PROJECT TITLE 11.419 Implementation of Minnesota's Lake Superior Coastal Program			
<p>This award offer approved by the Grants Officer constitutes an obligation of Federal funding. By accepting this award offer, the Recipient agrees to comply with the award Terms and Conditions checked below. If this was a paper issued award offer, please send two signed documents to the Grants Officer and retain one set of signed award documents for your files. If this award offer is not accepted without modification within 30 days of receipt, the Grants Officer may unilaterally withdraw this award offer and de-obligate the funds.</p> <p> <input checked="" type="checkbox"/> Department of Commerce Financial Assistance Standard Terms and Conditions  <input type="checkbox"/> Government Wide Research Terms and Conditions  <input checked="" type="checkbox"/> Bureau Specific Administrative Standard Award Conditions  <input checked="" type="checkbox"/> Award Specific Special Award Conditions  <input checked="" type="checkbox"/> Line Item Budget  <input type="checkbox"/> 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations  <input type="checkbox"/> 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments  <input type="checkbox"/> OMB Circular A-21, Cost Principles for Educational Institutions  <input type="checkbox"/> OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments  <input type="checkbox"/> OMB Circular A-122, Cost Principles for Non-Profit Organizations  <input type="checkbox"/> 48 CFR Part 31, Contract Cost Principles and Procedures  <input type="checkbox"/> OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations  <input type="checkbox"/> Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements            REF: 79 FR 75871 (December 19, 2014)  <input checked="" type="checkbox"/> Other(s)            Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements            (REF:79 FR 78390 (DECEMBER 30, 2014))         </p>			
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER		TITLE	DATE
Lamar Revis		Grants Officer	06/19/2015
TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		TITLE	DATE
Mr. Luke Skinner			06/26/2015



## Attachment A

FORM CD-451 (REV 10-98) LF DAO 203-26  U. S. DEPARTMENT OF COMMERCE  <b>AMENDMENT TO FINANCIAL ASSISTANCE AWARD</b>		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		
		ACCOUNTING CODE		
		AWARD NUMBER NA15NOS4190126		
RECIPIENT NAME NATURAL RESOURCES, MINNESOTA DEPARTMENT OF		AMENDMENT NUMBER 1		
STREET ADDRESS 500 LAFAYETTE RD N		EFFECTIVE DATE 01/01/2017		
CITY, STATE, ZIP CODE SAINT PAUL MN 55155-4002		EXTEND WORK COMPLETION TO 06/30/2018		
CFDA NO. AND PROJECT TITLE 11.419 Implementation of Minnesota's Lake Superior Coastal Program				
COSTS ARE REVISED AS FOLLOWS	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$974,000.00	\$0.00	\$0.00	\$974,000.00
RECIPIENT SHARE OF COST	\$895,000.00	\$0.00	\$0.00	\$895,000.00
TOTAL ESTIMATED COST	\$1,869,000.00	(\$-0.00)	\$0.00	\$1,869,000.00
REASON(S) FOR AMENDMENT 1. To extend the award period 18 months per the recipient's request dated 10/07/16, which is incorporated by reference.				
This Amendment approved by the Grants Officer is issued in triplicate and constitute an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.				
<input type="checkbox"/> Special Award Conditions (Attachment B)				
<input type="checkbox"/> Line Item Budget (Attachment A)				
<input type="checkbox"/> Other(s)				
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Stacy Tedder		TITLE Grants Officer		DATE 10/12/2016
TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Amber Westebur		TITLE Program Manager		DATE 10/14/2016

## Attachment B

### US Department of Commerce, Financial Assistance Award

Award Number: **NA15NOS4190126**

Recipient: **Minnesota Department of Natural Resources**

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

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

Award Period: **July 1, 2015 – June 30, 2018**

### Subrecipient

**Task:** WWFT Trail Counters

**Project Number:** 15-306-05A

**Timeframe:** August – December 2017

### Description

The City of Duluth (subrecipient) will purchase and install trail counters on the Western Waterfront Trail in Duluth MN. These counters will document individuals using the trail and stopping at the planned amenities.

This project will allow the City to collect some of the data for evaluation required by NA17NOS4190062, Task 306A-1.

### Task Outcomes

1. **Purchase and Install Trail Counters** – The city will purchase trail counters; and install them on existing structures or affix to mobile/temporary stanchions along the trail.

Outcome End Date: December 2017

### Products

- Photos of the installed trail counters.

### Task Funding

Name	Federal	Non Federal	Total
Personnel			
Fringe			
Equipment			
Travel			
Supplies	1,000	1,000	2,000
Subcontract			
Construction			
Other			
Indirect			
<b>Total</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$2,000</b>





## Minnesota Department of Natural Resources

### **Conflict of Interest Disclosure - Grantee**

#### Conflict of Interest:

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

#### Actual Conflict of Interest:

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

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

#### Potential Conflict of Interest:

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

#### Perceived Conflict of Interest:

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

#### Organizational Conflict of Interest:

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

Organizational conflicts of interest occur when:

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

## Attachment C

### Certification

#### This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- ☒ I do not have any conflicts of interest relating to this project.
- ☐ I have an ☐ actual, ☐ potential, ☐ perceived, or ☐ organizational (select one) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: Alyssa Arntsen

Date: 8/9/17

Grantee AR's Signature: Alyssa Arntsen

Organization Name: City of Duluth

Project Name: Western Waterfront Trail-Trail Counters

Legal Citation:                      ML                      Chapter                      Article                      Section                      Subdivision

☒ Not Applicable

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#### For State Use Only:

I certify that I have received and reviewed the Grantee's Conflict of Interest Disclosure.

State AR's Printed Name: Amber A. Westerbur

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

State AR's Signature: \_\_\_\_\_