



This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and City of Duluth, 411 W 1st Street, Duluth, MN 55802. ("Grantee").

Recitals

Under Minnesota Statutes §84.026, §84.085, Subd. 1, §84.705 and MN Session Laws - 2025, 1st Special Session, Chapter 1, Article 1, Section 3, Subdivision 4 (h) the State is empowered to enter into this Grant Contract Agreement. The State is in need of establishing a more diverse community forests, better able to withstand disease and forest pests throughout the state. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. April 6, 2026, or the date the State obtains all required signatures, whichever is later.

Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date.

- A. June 30, 2027, 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. 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 August 30, 2027.

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.

2 Specifications, Duties, and Scope of Work

- The parties will perform the services outlined in Exhibit A: Grant Project Deliverables.
- The Grantee will comply with the required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), and M.L. 2025, First Special Session, Chapter 1

- The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).
- The grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement. The Grantee is responsible for maintaining an adequate 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. The Grantee must sign and return Attachment C, Conflict of Interest Disclosure, when countersigning this agreement.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$213,705.00, which shall be paid in accordance with the terms outlined in Exhibit A: Grant Project Deliverables, which is attached and incorporated into this Grant Contract Agreement.
- 4.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0.00. 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.
- 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.
- 4.4 Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule in Exhibit A: Grant Project Deliverables
- 4.5 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract 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 Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

- 6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- 6.3 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.

7 Authorized Representatives

- 7.1 The State's Authorized Representative is Valerie McClannahan, MN DNR Forestry, 500 Lafayette Road, St Paul MN 55155, 651-259-5283, valerie.mcclannahan@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 The Grantee's Authorized Representative is Clark Christenson, City Forester cchristenson@duluthmn.gov, 218-730-4328 or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.
- 7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

- 8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments.** Any amendment to this Grant Contract 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 Contract Agreement or their successors.
- 8.3 **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 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 performance of this Grant Contract 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 Contract Agreement.

11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 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 shall comply with applicable law.

12.2 Intellectual Property Rights.

A. **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.

B. Obligations.

- i. 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.
- ii. 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.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 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.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract 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.

A. Without Cause.

The State may terminate this Grant Contract Agreement 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. With 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.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written 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 dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

16.3 Signage. Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

17 Data Disclosure

Under [Minnesota Statutes § 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.

18 Use of Funds as Match to Other Grants or Programs. The Grantee must inform the State’s Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

18.1 The Grantee must inform the State’s Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

18.2 The Grantee must also inform the State’s Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

19 Americans With Disabilities Act. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

20 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:

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 Any other applicable non-discrimination law(s).

21 Reporting Requirements

Provide a progress report to the State’s Authorized Representative in the format explained in Exhibit A with the final invoice.

22 Invasive Species Prevention.

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113 \(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf\)](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

23 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 here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts \(http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf\)](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

24 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.

25 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Grant Project Deliverables

Exhibit B: Requirements for DNR Grantees

Exhibit C: Conflict of Interest Statement

Grant Contract Agreement Signature Page

State Encumbrance Verification

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

Print Name: Donna Edelman

Signature: Donna Edelman

Title: Grants and Contract Specialist Date: _____

SWIFT Contract No. 287501 / 3-296156

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

By:

Print Name: _____

Signature: _____

Title: City Administrator Date: _____

Attest:

Print Name: _____

Signature: _____

Title: City Clerk Date: _____

Countersigned:

Print Name: _____

Signature: _____

Title: City Auditor Date: _____

Approved as to form:

Print Name: _____

Signature: _____

Title: City Attorney Date: _____

Exhibit A: Grant Project Deliverables
2025 Community Tree Planting Grants
City of Duluth Deliverables

Grant Sum Total: \$213,705.00

RISK MITIGATION

Grantee Authorized Representative, and any staff assisting with financial documentation, is required to attend one grant introductory session within three (3) months of contract execution, OR must schedule a meeting within three (3) months of contract execution with their grant administrator to obtain grant introductory information.

Grantee may be required to do an annual onsite visit regardless of award size.

It is recommended that grantee submit for reimbursement during each reporting period, as applicable, instead of waiting until the final report to submit all components at once.

Risk Mitigation Plan Disclaimer: Grantee will follow their Risk Mitigation Plan. If changes occur to grantee's organization during the grant period such as key personnel or financial status, grantees must notify their UCF grant administrator as soon as possible. Changes to grantee status, and/or information provided through reporting, may result in changes to risk mitigation plan.

Grant Contact Deliverables

Trees Removed: 87 removed, 513 stumps ground

Trees Planted: 600

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to ensure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

June 10, 2026 Update:

December 10, 2026 Update:

June 30, 2027 FINAL REPORT:

As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 12/1/2026) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as negotiated:

Priority

Consistent with legislative direction, priority for Community Tree Planting Grant awards was given to:

- (1) projects removing and replacing ash trees that pose significant public safety concerns; and
- (2) projects located in a census block group with a supplemental demographic index score in the 70th percentile or higher as identified using the United States Environmental Protection Agency's Environmental Justice Screening and Mapping Tool methodology provided in the United States

Environmental Protection Agency's environmental justice screen technical documentation dated July 31, 2024.

The supplemental demographic index is a combination of five socioeconomic factors averaged together for each Census block group. The supplemental demographic index can provide an additional perspective on potential community vulnerability. The formula is as follows: supplemental demographic index = (% low-income + % persons with disabilities + % less than high school education + % limited English speaking + low life expectancy) / 5.

The Priority Area map can be accessed through the DNR website, or by clicking [here](#).

Percent Ash trees removed for public safety and replaced: 100%

Percent project occurs within Priority Area: 100%

Project Overview and Need

The City of Duluth is proposing to remove 600 boulevard ash trees that are dead or dying due to emerald ash borer (EAB) damage to replace them with a more diverse array of species that will improve resiliency of the urban forest. All 600 trees are within Priority Areas in Duluth that include census block groups that have a supplemental demographic index higher than the 70th percentile (see Attachment C – Map of Work Areas). All work will be completed on public property.

The invasive EAB was confirmed in Duluth in October 2015. The City developed then adopted an EAB Management Plan in December 2016 that featured a proactive, systematic removal and replacement plan for non-infected ash under 12" DBH and infected trees, combined with treatment of select non-infected ash trees larger than 12" DBH.

City staff and equipment capacity is outpaced by EAB damage requiring response to the dead and dying ash across the community, in addition to the typical workload maintaining Duluth's urban forest. In recent years, staff have been able to cut an additional 805 dead ash, with the priority being the removal of the standing biomass which presents the greatest public safety threat posed by the brittle dead trees that are at a high and unpredictable risk of structural failure. Due to capacity constraints, Duluth is left with a backlog of ash stumps that must be removed to accommodate replacement plantings.

The requested funds will allow Duluth to hire qualified contractors to remove 513 dead ash stumps and remove 87 dangerous trees efficiently and safely, then City staff will replace these removals to support urban canopy recovery within neighborhoods identified as Priority Areas. Without the requested funds, staff will continue to triage removal of the most dangerous trees as they present, and the backlog of stump grinding will continue to accumulate, thereby hindering the recovery of Duluth's community forest after widespread EAB damage.

Expected outcomes include removal of 87 standing ash trees that are structurally hazardous and at high-risk locations, removal of 513 ash stumps, and 600 replacement plantings in the City of Duluth on boulevards within identified Priority Areas. Use of these funds will support resilient recovery of the urban community forest in low-income and disadvantaged neighborhoods. Without these funds, recovery would be further delayed by years.

Project Timeline

April 2026: Work plan approved, contract executed.

May 2026: Press release, social media post, and website updated to share notice of grant funding award and promote the project information and purpose.

May 2026: Ash trees marked for removal and replacement species selected. Request for bids posted.

June 2026: Review bids and select contractor. Stump grinding work begins.

June 2, 2026: Submit accomplishment report and reimbursement request.

September 2026: Replacement plantings begin.

October 2026: Removal of ash trees begins.

December 1, 2026: Submit accomplishment report and reimbursement request.

April 2027: All ash tree removals and stump grinding complete.

May 2027: Final replacement plantings complete.

June 30, 2027: Submit final report and reimbursement request.

Project Budget Explanation

The total request of \$213,705 will support professional contracts for implementation of removal activities, and the purchase of tree stock and planting materials, including staking materials and tree wraps. Contractor costs are the majority of the requested funds and are anticipated to cost \$133,815 to support ash tree removals in Priority Areas. The purchase of replacement tree stock is anticipated to cost \$69,000. Tree stock will be purchased at a wholesale rate meeting ANSI Z-60.1 standards and include a mix of bareroot (¾ to 2-inch caliper) and containerized trees (size #20 or smaller). If awarded, the City of Duluth will submit a final species list with quantities and type/size of planting stock for DNR approval before planting. Warranties are not provided, but the City of Duluth will replace any tree planted through this grant that does not survive its first year. Planting supplies will support and protect trees during establishment, and the cost for supplies for the 600 trees is expected to cost \$10,890. The costs included in this proposal were developed from previously awarded removal contracts, recent tree purchases, and vendor pricing.

Grant funding will only be used for eligible expenses, and the City of Duluth will cover ineligible expenses within the Park Maintenance operating budget as needed. No ineligible activities are proposed or anticipated in association with the project.

The proposed project includes having City of Duluth staff complete tree planting, and we are not seeking reimbursement for staff time spent performing planting. The high-quality work performed by internal staff has had a higher survival rate than contracted work.

Community Engagement and Impact

All work will be completed within Priority Areas in Duluth. These Areas span multiple neighborhoods, all of which include higher rates of unemployment or low-income households, vulnerable and diverse populations, and elevated exposures to pollution, together contributing to lower life expectancies. These neighborhoods also have higher proportions of impervious surface with limited green space. Removal and replacement of dead and dying ash will support the recovery of the urban canopy which

will improve community resiliency by addressing heat island effects and supporting ecosystem services provisioning by the new trees.

Previous planning efforts related to EAB and citywide community planning have provided opportunities to inform urban forestry strategies and priorities. Consistent feedback demonstrates that the community values urban greening and natural resources. The EAB Management Plan was first adopted in 2016, and in 2022-2023 the City prepared an update to the EAB Management Plan to incorporate new information. During the update process, there were two public presentations, a public comment period, and presentation to the City Council, which ultimately approved the update in February 2023. Frequent comments and inquiries received by the City relate to residents' interest in when they can expect replacement plantings. The backlog of stump grinding and remaining standing dead and dying ash are noticed by community members as whole neighborhoods have lost canopy cover due to the damage from EAB.

A variety of community engagement methods will be used during the project to provide meaningful opportunities to share input and access additional information through press release notifying the community of the grant and project, at least three social media posts, and a physical mailing to adjacent property owners and residents. The mailer will include educational information about the grant funded removals and replacements, EAB and invasive species, benefits of urban trees, and opportunity to provide input with a list of available resources to find out more information. We will also share educational flyers with local nonprofits and community organizations that identify how to learn more about this work.

Communications

The City of Duluth has a variety of methods for communicating with residents about project activities and accomplishments including press releases, at least three social media posts, physical mailings, and educational flyers at local establishments. The City has a webpage at <https://duluthmn.gov/parks/natural-resources/invasive-species/eab/> that includes information about EAB and an urban forestry webpage that will be updated with information to share the importance of urban trees and proper tree care activities that residents can use to support their own trees.

Before trees are removed, they are marked and flagged with a large green tape that is printed with a QR code and details on how to find more information. The tape compliments the other varieties of communication strategies to ensure clarity and transparency.

The Natural Resources Commission meets monthly and is open to the public. The City Forester regularly attends Commission meetings to share updates about EAB and the status of management activities. Minutes from these meetings are publicly available and Commissioners are available to the public. Commissioners are members of the community and are important conduits of information to broader organizations and community groups.

The City of Duluth will take photo documentation of the project's progress, and these photos can also support engaging social media outreach. All trees that are removed and planted will be mapped and recorded on the publicly available tree inventory webpage, which is available here: <https://pg-cloud.com/DuluthMN/>. The grant information and purpose will be publicly posted and promoted using the variety of communication methods identified above.

Key Personnel

Clark Christenson, City Forester with a B.S. in Forestry from the University of Wisconsin – Stevens Point and Certified Forester through the Society of American Foresters, will oversee all work completed under this grant with internal support from City of Duluth staff. Mr. Christenson will prepare the request for bids for contracted work, select the contractor(s), review and supervise the completion of removals, order trees for the replacement plantings, supervise staff performing replacement planting, and prepare and submit timely reports on grant-funded activities.

Internal support will include administrative capacity from Alyssa Arntsen, Operations and Budget Analyst, for accounting and preparation of reimbursement requests, as well as the City's Finance Department, which will support contracting and processing of invoices and reimbursements. These staff have extensive experience managing state and federal grants and will dutifully support the successful implementation of the proposed project.

All replacement planting will be completed by Park Maintenance Division staff, which includes four ISA Certified Arborists. Trees that are planted will include climate-adapted species to Minnesota and staff will follow the DNR's best practices to ensure health and longevity of replacement trees. Maintenance activities for planted trees, including mulching, pruning, and watering, will also be completed by these staff under the guidance and direction of Mr. Christenson.

Contracted work will include ash tree removals and stump grinding. The City of Duluth will prepare a request for bids for competitive procurement of contract services. Contractors must have a MnDOT Certified Landscape Specialist or ISA Certified Arborist overseeing work, have TCIA accreditation, or provide proof of other equivalent certification. The request for bids will encourage participation by minority, women, and veteran-owned businesses as prime contractors and encourages all prime contractors to commit to using minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. The City will require that contractors maintain necessary liability insurance and implement proper protocol to prevent the spread of invasive species. Submitted proposals will be reviewed by City staff to ensure alignment with requirements. Contractor selection will be based upon qualifications and best value.

Grant Requirements

All components and requirements within the Request for Application must be adhered to.

TREE REMOVALS AND PLANTING

- Planting trees can take place without removal.
- Tree removals from boulevards and parks, must be replaced at least one-for-one (i.e., at least one tree planted for every tree removed), and trees must be replanted at the same location of the removal whenever possible and feasible.
- Tree removals conducted in park woodlands:
 - For the purposes of this grant, park woodlands are defined as publicly owned spaces that, beyond trail creation or access, are not regularly mowed.
 - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
 - Removals must meet a minimum of one tree planted for five trees removed.
- Tree planting projects must follow the best practices set in [A Pocket Guide to Planting Trees](#).
- Tree planting projects must identify the tree species to be planted; site location(s);

and number, and type/size of planting stock:

- Trees planted must be a climate-adapted species to Minnesota.
- The species identified for planting must increase the diversity of the community's tree canopy and advance the goal of working toward the 20-10-5 guidelines, meaning a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Numbers derived from the Minnesota Department of Natural Resources 2020 Rapid Assessment will be used unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:
 - *Picea* (spruce): 19%
 - *Acer* (maple): 17%
 - *Thuja* (Northern White Cedar): 10%
- Tree species listed on the [Minnesota Invasive Terrestrial Plants](#) list are not eligible for grant expenses, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- Species list for trees to be planted must be submitted to and approved by DNR prior to planting.
- Species list and numbers can be amended following the submission of tree inventory/survey data.
- Tree stock must meet [ANSI Z-60.1](#) and can be:
 - ¾-2 inch caliper bareroot,
 - a container class size #20 or smaller, or
 - balled and burlapped trees smaller than 2.5" caliper ([MNDOT Certified Landscape Specialist](#) training required by planting organization in order for B&B trees to be eligible).
 - Flexibility is possible in instances where desired stock is unavailable.
 - DNR recommends trees be purchased with a one-year warranty.
- All trees removed and planted on public property must be mapped and submitted as shapefiles, with the planted trees identified by species. If your community does not have access to shapefile-generating software, please contact the DNR at ucf.dnr@state.mn.us to discuss options for addressing this requirement.
- Projects that incorporate tree planting must submit a 3-year establishment plan with application.

RESIDENTIAL TREE CARE

- Work conducted on residential property must be completed by residents (tree planting only), or by tree care companies holding liability insurance and with a [MNDOT Certified Landscape Specialist](#), [International Society of Arboriculture \(ISA\) Certified Arborist](#) on staff, or [Tree Care Industry Association \(TCIA\)](#) accreditation, or equivalent certification.
- A link to, or paper copy of, the Forest Service's Tree Owner's Manual ([English](#) / [Spanish](#)) must be provided to residents receiving a newly planted tree.
- For activities on residential land, a formal agreement between the resident and the Community Tree Planting Grant recipient is required. Each residential agreement must contain the following language:
 - *The State of Minnesota is released from any liability associated with work completed*

- on private property.*
- *Access is granted by the landowner for all planned activities within agreement; this may include, but is not limited to, planting, follow-up maintenance, monitoring, or other on-site work.*
- *I will plant and care for my tree according to the Tree Owner's Manual for as long as it is within my right to do so.*

Requesting Reimbursement and Reporting

Accomplishment reports must be submitted by the following deadlines: June 10, 2026, December 10, 2026, and June 30, 2027 (Final report and reimbursement request).

Final reimbursement request, with all supporting documentation must be submitted on or before June 30, 2027.

If two successive updates are missed, DNR staff will contact grantee requesting a grant progress update and explanation of why grant reporting has been late. If a report is not received within 60 days of the request, DNR will assume work is not being conducted and begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

If within two successive updates necessary progress has not been made in accomplishing work within the grant contract, DNR staff may request a meeting to discuss why progress is not being made and may begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

The following documentation is required to obtain reimbursement unless specifically described.

- Partial payment form along with invoices and proof of payment for grant-funded purchases,
- Cash Match form along with proof of payment (as applicable), and
- In-Kind Match form (as applicable)
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- All trees removed, stumps ground (if not connected to a removed tree), and planted will be mapped and submitted as shapefiles, with the planted trees identified by species and size, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you. Maps must:
 - Identify the location of trees that have been removed
 - Identify the location of stumps that have been ground
 - Identify the location and species of trees that have been planted

All complete reimbursement requests received by the deadlines will be reviewed by DNR staff. Provided that the grantee is in compliance with all terms of the Request for Application and grant contracts, verified project activities and eligible expenses will be reimbursed up to 90%, with 10% retained until the project is completed.

Accommodations may be offered in select circumstances, and in accordance with Office of Grants Management policies, at the discretion of the agency. Please reach out to DNR staff at ucf.dnr@state.mn.us for more information on requesting accommodations.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that grant work has been properly completed including tree removals are accurately reported on and stump grinding was complete if applicable, tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#), trees treated are properly tagged and identified, etc.

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date of the fully executed grant agreement.
- Purchase of trees listed on the [Minnesota Noxious Weed List](#), or the DNR's [Invasive Terrestrial Plants List](#), including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- Purchase of balled and burlapped trees larger than 2.5" caliper, containerized trees larger than #20, or bareroot trees greater than 2" caliper diameter.
- Purchase of tree species in a genus that already makes up 10% or more of the community's trees or in a family that makes up 20% or more of the trees.
- Purchase of plants other than trees, such as shrubs, living ground covers, sod, grass seed, and flowers.
- Purchase of land or easements.
- Major soil purchases, grade changes or construction.
- Capital expenditures (items with a unit cost of \$5,000 or more), such as buildings, motor vehicles, trails, or other permanent structures.
- Experimental practices not approved by DNR.

Questions about additional eligible or ineligible expenses can be directed to ucf.dnr@state.mn.us.

Grant Performance

Grant performance will be reviewed on timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication, and acknowledgement and reflection on grant performance. This information may be considered during future grant application and award processes.

Acknowledgments

Minnesota Department of Natural Resources

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., “This publication made possible through a grant from the Minnesota Department of Natural Resources.” OR “This project was conducted in cooperation with the Minnesota Department of Natural Resources.”
- Logo is permitted for use and can be obtained by contacting the UCF Team.



Requirements for DNR grantees

Effective date: January 31, 2026

The following policies apply to all DNR grants, except where specifically noted. These requirements are in addition to requirements in program-specific manuals. In case of any conflicts with an existing grant program manual, the stricter document will control.

Questions about these requirements should be directed to the grant specialist for your grant program. Questions may also be directed to grantsteam.dnr@state.mn.us. When sending an email to this address, please include information on your grant funding source, program, and question.

Admin's Office of Grants Management policies

Under [Minn. Statutes, section 16b.97 subd. 2](#), the Minnesota Department of Administration is required to create general grants management policies and procedures applicable to all state agencies. Admin's OGM implemented grant policies for the State of Minnesota. Please review [OGM grant policies](#) (select the Current Policies tab). Information especially relevant to grantees is summarized below. Unless otherwise noted, these policies do not apply to bonding grants and grants under [Minn. Statutes section 16A.86](#) or [section 16A.642](#).

Grants conflict of interest (OGM Policy 08-01)

All grantees must sign a conflict-of-interest disclosure form or certify they will disclose conflicts of interest when signing their grant agreements/grant award notifications. Grantees must also maintain a written standard of conduct covering conflicts of interest and governing the actions of their employees or board members engaged in the selection, award, and administration of contracts. State staff may request this written standard when conducting grant monitoring activities or if otherwise relevant. These requirements apply to all grants, including bonding grants and grants under Minn. Statutes section 16A.86 and section 16A.642.

OGM Policy 08-01 states that 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." Per the OGM policy, 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 interest.

Individual conflict of interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which their judgement, 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

Use of grant contract agreements and grant award notifications (OGM Policy 08-04)

All grants need a written grant contract agreement or grant award notification. State agencies cannot award a grant to a grantee that is on either the [suspension or debarment lists for the state of Minnesota](#) or the federal government. If a grantee becomes suspended or debarred, that may be cause for the State to cancel their grant.

Grant agreements/GANs must contain a provision for the grantee to clearly post on the grantee's website the names and contact information for the grantee organization's leadership and the person(s) who directly manages and oversees the grant.

A fully executed copy of the grant agreement or GAN and all relevant records must be kept on file for a minimum of six years from the end date, receipt, and approval of all final reports, OR the period of time required to satisfy all state and program retention requirements, whichever is later.

Grantees must complete work in accordance with the terms and conditions of their grant agreement/GAN. Work not covered under the grant agreement/GAN will not be reimbursed without a prior amendment request.

Public questions and comments concerning fraud and waste in state grants (OGM Policy 08-05)

OGM will serve as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grants policies. OGM will also respond to other public questions and concerns about state grants.

Grant payments (OGM Policy 08-08)

State agencies may not issue grant payments until the funds are encumbered, and the grant agreement is fully executed, or the GAN is completed.

Reimbursement is the State's preferred method for making grant payments. DNR grants operate on a reimbursement basis, unless the grant agreement/GAN contains explicit language specifying otherwise.

Grantee reimbursement requests must correspond to the line items in the approved grant budget. Grant managers must review each reimbursement request against the approved grant budget, grant expenditures to date, and the latest grant progress report before approving payment. If grant managers see a discrepancy or have any questions about reimbursement requests and/or related documentation, they will follow up with the grantee.

Any deviation from this policy must be approved by the agency wide grants manager prior to signing a grant agreement/GAN and must be in accordance with state laws and OGM policies.

Grants in which the payment terms are defined in statute are not covered by this policy.

DNR reimbursement procedures

- Grantees must pay for project expenses before seeking reimbursement from the grant and should only request reimbursement for paid expenses. Expenses are reviewed and those deemed eligible are then reimbursed under the terms of the agreement/GAN with the State of Minnesota.
- Grantees are not allowed to request reimbursement for invoices from a vendor that have not yet been paid by the grantee. Please also see the Proof of Payment section below.
- Grantees can expect to be reimbursed within 30 days of the DNR receiving a complete and accurate reimbursement request. If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR and the request has been deemed complete and whole.
- The DNR will pay final reimbursement when the state determines that the grantee has satisfactorily fulfilled all the terms of their grant agreement/GAN, unless a grant term is altered or excluded by the DNR in writing.

Grantees should keep the following documentation on file for monitoring and audit purposes:

- Proof of payment of grant expenses (e.g. copies of cancelled checks, electronic bank statements, etc.)
- Contracting/purchasing bidding documentation
- Organization's conflict of interest policy

- Prevailing wage documentation (if applicable): project assessment form, certified payroll reports, etc.

Grant progress reports (OGM Policy 08-09)

Grantees are required to submit written progress reports at least annually until all grant funds have been expended and all the terms in the grant agreement/GAN have been met. Information requested in a grant progress report may include (but is not limited to): goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. State agencies cannot make grant payments on grants with past due progress reports (unless the agency has given the grantee a written extension).

Grant monitoring (OGM Policy 08-10)

All state grants over \$50,000 are required to have at least one monitoring visit before final payment is made. All state grants over \$250,000 are required to have annual monitoring visits. In-person visits are preferred where possible, but telephone or virtual visits are also used where reasonable.

The purpose of a monitoring visit is to review and ensure progress towards the grant's goals, address any problems or issues before the end of the grant period, and build a relationship between the agency and grantee.

For state grants over \$50,000, state agencies must conduct a financial reconciliation of grantees' expenditures at least once before final payment is made. A financial reconciliation involves reconciling a grantee's request for payment for a given period with supporting documentation (e.g. purchase orders, receipts, payroll records, etc.) for that request.

If previously reimbursed costs are found to be ineligible upon further review during monitoring (or at any other point during the grant period), repayment of those costs or other corrective action may be required.

Proof of payment

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis. The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- A copy of a bank statement with photocopies of cleared checks
- An electronic bank statement
- A copy of cancelled checks or other certified financial records
- Employee original time records and payroll documentation

Cost share/required match

For grants which require cost share or match, the requirements for documenting work completed or expenses incurred as match are the same as for expenses for which grantees are requesting reimbursement. The State may disallow otherwise-eligible costs for reimbursement if the grantee cannot provide proof of the expenses being used as match.

For grants with in-kind match (i.e. non-cash donations of a good or service), grantees should provide documentation similar to a payment request.

If the in-kind match is volunteer time, grantees will need volunteer logs and to show the calculation used to convert volunteer hours to time. If the in-kind match is something other than volunteer time (e.g. use of equipment, or donated materials), grantees must perform due diligence to determine how much the in-kind match would cost. For example, if the in-kind match is a land donation, the documentation should include an appraisal. If the in-kind match is use of equipment, the documentation should demonstrate a realistic cost for the type of equipment and amount of time.

Legislatively mandated grants (OGM Policy 08-11)

State agencies must manage legislatively mandated grants with the same level of oversight (including monitoring) applied to other state grants, while respecting and maintaining the legislative intent.

Grantees for legislatively mandated grants must submit a work plan and budget. The grant agreement/GAN must be based on the legislation, the grantee's work plan and budget, and negotiations between the state agency and the grantee.

Grant amendments (OGM Policy 08-12)

During the grant period, it may be necessary to make changes to the grant contract agreement/GAN. Generally, these modifications could include changes to the grant timeframe, to the scope of work, or to the budget categories.

A formal grant contract amendment is required for any changes. Should a situation arise that requires any changes to the project, it is the grantee's responsibility to communicate immediately with the DNR grants specialist.

The purpose of grant amendments must be similar to the original purpose of the grant and the grantee duties should be within the scope of the original RFP/notice of grant opportunity/application.

If an amendment is allowed, it must be fully executed before additional costs can be incurred.

Contracting and bidding

Competitive bidding needs to follow a fair and transparent public process.

Grantees must not contract with vendors or subcontractors who are on the suspension or debarment lists for either the State of Minnesota or the federal government.

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible:

- [Minnesota Department of Administration's Certified Target Group, Economically Disadvantaged, and Veteran-Owned Vendor List](#)

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and the City of St. Paul: [Central Certification Program](#)

Grantees 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. Grantees must retain the following documentation in the project file:

- Copies of executed subcontract agreements
- A copy of the request for proposal/request for quote, all submitted bids, and the bid tabulation (if applicable)
- Written documentation that describes the rationale for selection of each subcontractor
- Documentation of the contract/bid approval, if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during monitoring visits or when requested by the state.

Contracting and bidding for political subdivisions of the state

In addition to the general contracting and bidding requirements above, municipalities (defined in Minn. Statutes, chapter 471.345 subd. 1 as a county, town, city, school district, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts) must also follow the [Uniform Municipal Contracting Law](#).

Contracting and bidding for non-governmental organizations

In addition to the general contracting and bidding requirements at the beginning of this section, non-government organizations must follow the contracting policies/procedures below.

Contracting and bidding for Tribal governments

Tribal governments are subject to neither the Uniform Municipal Contracting Law nor the DNR contracting policies/procedures below. Tribal governments are subject to the contracting and bidding procedures of their own governance.

Contracting and bidding thresholds and process

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded, based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- 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 verbal quotes or bids.
- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use an RFP/RFQ process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

Prevailing wage

Prevailing wage ([Minn. Statutes, sections 177.41-177.45](#)) is the minimum hourly wage employers must pay certain workers who work on construction and public works projects funded by state dollars. Prevailing wage includes the employer's cost of benefits. Other prevailing wage information can be found at the [Minnesota Department of Labor and Industry](#). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a "project" per the following definition:

Project: demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. "Project" also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds (Minn. Statutes, section 177.42).

If the award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a "project" per the definition above, prevailing wage rules in Minn. Statutes, sections 177.41-177.44 apply. If you are unsure if a project is subject to prevailing wage, ask the grant specialist for a copy of DLI's Project Assessment Form. Grantees must complete the form and return it to the grant specialist. Once ready, the DNR grant specialist will submit it to DLI and copy the grantee on the e-mail.

When prevailing wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either the prevailing wage forms, or a notice from DLI that the project is not subject to prevailing wage.

Fraud reporting

In addition to OGM policy, various state statutes govern reporting of suspected fraud or misuse of state dollars.

State workers with information indicating that public resources (including public money) may have been used for an unlawful purpose must report that information. Any other person with such information is strongly urged to report that information. The DNR takes a "no wrong door" approach for reporting suspected fraud; essentially, the DNR encourages its workforce to report suspected fraud to any DNR supervisor or member of agency leadership, who will connect the person reporting to the correct contact or procedure, as needed.

All state agencies are required to report suspected fraud cases to the [Department of Revenue](#) for tax fraud investigation, in addition to referring all allegations of suspected fraud to the [Office of the Legislative Auditor](#) and the Minnesota Bureau of Criminal Apprehension's [Financial Crimes and Fraud section](#)

(mnfraud.bureau@state.mn.us or 651-739-3750). Grantees may report suspected fraud directly to these agencies, as well, or to their DNR grant manager or any DNR employee.

Requirements for working on state land

When working on state land, grantees must follow all applicable policies and requirements of that land. Grantees should work with the appropriate management staff for the state land to determine these requirements. Insurance is required to do work on state land, following the [requirements of Admin.](#)

Audits

Under [Minn. Statutes, chapter 16B.98 subd. 8](#), the state (the grantmaking agency, state auditor, attorney general, legislative auditor, Admin, etc.) has the right to perform programmatic or financial audits of the grantee. The grantee's books, records, documents, and accounting procedures and practices relevant to the grant are subject to state examination for a minimum of six years from the expiration or termination of the grant agreement/GAN, receipt and approval of all final reports, or the required period of time to satisfy state and program retention requirements, whichever is later. This provision is also included in grant agreements/GANs.

Records retention

Grantees must maintain a file for each project with all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review. As with all provisions of the grant agreement/GAN, if the state finds a failure to comply, the State may take action, including immediate termination of the grant agreement/GAN with cause, refusal to disburse additional funds, and/or requiring the return of all or part of the funds already disbursed.

All records related to the project must be retained for a minimum of six years from the grant agreement/GAN end date, or the receipt and approval of all final reports, whichever is later. Some grant funds require permanent retention of the grant records, and in those cases, that requirement supersedes the six-year standard.

Data practices

- Grantees must comply with the [Minnesota Government Data Practices Act](#) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the grantee under their grant agreement/GAN. If a grantee receives a request to release this data, the grantee must immediately notify the State. Following this notification, the State will provide instructions to the grantee concerning the release of data.
- Grantees should instruct and train their staff regarding the governing privacy and data practices provisions; maintaining data in a secure manner; and limiting access to work duties and assignments.

- Grantees must mitigate risks associated with the unauthorized access or data breach and report to the DNR any real or perceived security or privacy incident regarding any private data in accordance with MGDPA.
- Grantees are not permitted to use private data with artificial intelligence services unless it is approved through the DNR/Minnesota IT vendor security risk and compliance process. AI services are reviewed and verified through a process that includes understanding the AI's training, ownership of data and level of security.



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

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.

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. 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 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.

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 (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, individual, or organizational 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, individual, or organizational (*indicate below*) 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: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML _____, Chapter _____, Article ____, Section ____, Subdivision _____

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____