

Amendment # 1 for Grant Contract Agreement # 185406

Grant Agreement Start Date:	<u>November 12, 2020</u>	Total Grant Agreement Amount:	<u>\$38,000.00</u>
Original Grant Agreement Expiration Date:	<u>September 30, 2022</u>	Original Grant Agreement Amount:	<u>\$38,000.00</u>
Current Grant Agreement Expiration Date:	<u>September 30, 2022</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Grant Agreement Expiration Date:	<u>September 30, 2023</u>	This Amendment:	<u>\$0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and City of Grand Rapids, DUNS # 102589442, 420 North Pokegama Ave., Grand Rapids, MN 55744 ("Grantee").

Recitals

1. The State has a grant contract agreement with the Grantee identified as 185406 ("Original Grant Contract") for the purpose of conducting the program entitled Model Communities Targeted to Slow the Spread of EAB.
2. This agreement is being amended to extend time due to pandemic-related constraints.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Agreement Amendment

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

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

- 1.1. **Effective date:** November 12, 2020.
This agreement becomes effective on November 12, 2020 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2. **Expiration date:** ~~September 30, 2022~~ September 30, 2023
This agreement expires on ~~September 30, 2022~~ September 30, 2023, or the date all obligations are satisfactorily completed, 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 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.
- 1.4. **Incur Expenses:** This agreement becomes effective on November 12, 2020 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

REVISION 2. Clause 2. "**Grantee's Duties**" is amended as follows:

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

See ~~Exhibit A~~ Exhibit A.1, which is incorporated and made a part of this agreement.

See Federal Award letter, which is incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (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 agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

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 a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

REVISION 3. Clause 4. “**Consideration and Payment**” is amended as follows:

4.1. Consideration.

Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. Compensation.

Compensation in an amount not to exceed \$38,000.00, based on the following computation: See Exhibit B: Project Budget.

4.1.2. Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by City of Grand Rapids. The total project cost is \$48,132.00. Grantee agrees to match at least \$10,132.00 of this project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State’s Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State’s Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State’s Authorized Representative and the current landowner.

4.1.3. Invoices.

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1. April 1, 2021
2. October 1, 2021
3. April 1, 2022
4. ~~September 30, 2022~~ October 1, 2022
5. April 1, 2023
6. Final Report due September 30, 2023

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: Thirty-eight thousand dollars (\$38,000.00).

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

4.2. ***Payment.***


The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, two additional reimbursements each year may be negotiated between the State and Grantee on a case-by-case basis. In order to make additional reimbursements, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize additional reimbursements. A copy of the signed justification must be maintained in the grant file.

- 4.2.1. ***Federal funds.*** Payments under this grant agreement will be made from federal funds obtained by the State through Urban and Community Forestry CFDA number 10.675 of the Cooperative Forestry Assistance Act of 1978. 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.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  DocuSigned by:
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Date: January 25, 2022

SWIFT Contract/PO No(s). 185406 / 3-180550

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: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

Title: Deputy Director

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

~~Exhibit A~~ **Exhibit A.1: Grant Project Deliverables**
FFY20 Core FH&R Appropriation
Model Communities Targeted to Slow the Spread of EAB
City of Grand Rapids Deliverables

Grant sum total: \$38,000.00

Grant Contract Deliverables

- *Community must have adopted or will adopt an EAB management plan through this grant process*
- *Each ash tree removed must be replaced with a newly planted tree*

Work with DNR to fully execute the work plan by providing:

1. City staff and/or equipment to provide match funding as shown below in Exhibit B
2. City staff or contractor (selected through a bid process; refer to grant contract agreement for bid requirements) to perform public tree inventory and emerald ash borer (EAB) management plan. If city staff time is used, this will count as in-kind match.
3. Reasonable effort to work with DNR to prioritize areas of highest management need, whether it is ash, oak, or elm trees (or other species)
4. Timely submission by the deadlines listed:
Submit invoices and proof of payment for grant-funded purchases; Submit cash-match proof of payment and in-kind match justifications; Submit Status Update Reports; Submit maps and/or shapefiles and photos.
 - a. April 1, 2021
 - b. October 1, 2021
 - c. April 1, 2022
 - d. ~~Final Report due September 30, 2022~~ October 1, 2022
 - e. April 1, 2023
 - f. Final Report due September 20, 2023

Work with DNR to fully execute the work plan below:

1. Public Tree Inventory
2. EAB Management Plan
3. Management Activities: following completion of inventory and management plan, community will know where priorities lie for strategic management of the public tree resource. Funding remainder will then be used to slow the spread of EAB and other exotic tree pests and diseases in areas of the highest need, whether through removal of unhealthy trees and replacement with a more diverse mixture of species, treatment of valuable and healthy ash with non-neonicotinoid injectable pesticide emamectin benzoate, or tree planting for building canopy diversity and resilience.
 - a. This portion of the work plan must be amended with chosen activities following completion of management plan prior to grantee beginning any management activities. Any management activities completed before an amendment is in place will not be eligible for reimbursement.
4. Tree Planting and Maintenance
 - a. Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used as guidance before an updated inventory is provided. For Grand Rapids this means grant funds cannot be spent on purchasing:
 - i. *Pinus* (pine): 21.8%
 - ii. *Acer* (maple): 19.7%
 - iii. *Picea* (spruce): 12.2%

- b. Grant funds will not fund the 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.
- c. All trees planted with grant funds are expected to be maintained based on the City of Grand Rapids's Three Year Maintenance Plan. A maintenance plan template will be provided by DNR, and the Three Year Maintenance Plan must be submitted, and approved by DNR staff, before any planting activities begin. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Grand Rapids.
- d. Ensure newly planted trees are regularly watered, according to the schedule set in the Three Year Maintenance Plan, by city staff or contractors, or work to develop sustainable outreach to citizens so that they can engage in watering practices.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports
- 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
- Maps will:
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been removed
 - Identify the location of stumps that have been ground
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been treated
 - Identify the location and species of trees that have been planted
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, 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.

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 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](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, 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. Staff will confirm that planted tree stock is 1-2" caliper bareroot or a container class size #20 or smaller.

Acknowledgement

1. The Forest Service needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.
2. In order to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications. A written request can be submitted Emma Schultz who will pass it along to the appropriate authorities.