

Amendment # 2 for Grant Agreement#47840/PO 3000020147

Contract Start Date:	<u>6/5/2015</u>	Total Contract Amount:	<u>\$274,500</u>
Original Contract Expiration Date:	<u>6/30/2016</u>	Original Contract:	<u>\$274,500</u>
Current Contract Expiration Date:	<u>6/30/2017</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>6/30/2018</u>	This Amendment:	<u>NA</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Natural Resources ("State") and City of Northfield, 801 Washington Street, Northfield, MN 55057 ("Grantee").

Recitals

1. The State has a grant contract with the Grantee identified as **47840/PO 3000020147** ("Original Grant Contract") and **Project Number L134-11-4D** to provide a project to construct a 2.6 mile multi-use trail along the east side of the Cannon River in the City of Northfield.
2. Grant to be amended to extend the grant agreement to allow for completion of the project due to weather delays in the construction of the project.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

REVISION 1. Clause 1 – **General Conditions** is amended to add the language as follows:

1. GENERAL CONDITIONS

- 1.1 The total obligation of the State for all compensation and reimbursement to the Grantee under this Grant Agreement will not exceed **\$274,500**.
- 1.2 The Recipient acknowledges that these funds are proceeds from the Natural Resources Fund, which is subject to certain legal restrictions and requirements, including Minnesota Statutes Section 116P.13. The Recipient is responsible for compliance with this and all other relevant State and Federal laws and regulations promulgated pursuant thereto governing the proceeds of the Fund in the fulfillment of the Project. Further, the Recipient is responsible for obtaining all applicable permits, permission and/or interests in property necessary for the performance of this Agreement.

1.3 CONTACT PERSONS

The authorized contact person for the State is:

Daniel Golner, Grant Coordinator
Parks and Trails Division
Department of Natural Resources
500 Lafayette Road, Box 39
St. Paul, Minnesota 55155-4052

The authorized contact person for the Recipient is:

David Bennett, Public Works Director
City of Northfield
801 Washington Street
Northfield, Northfield, MN 55057

The authorized fiscal agent for the Recipient is:

Ben Martig, City Administrator
City of Northfield
801 Washington Street
Northfield, MN 55057

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1.4 OPERATION OF THE PROJECT.

The Agency shall operate the PROJECT or cause it to be operated as outlined in the approved Application that is attached hereto as Attachment "B" which is incorporated by reference herein during the period from the effective date as referenced in paragraph 13.1 through ~~June 30, 2017~~ **June 30, 2018**.

1.5 DEBARMENT.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

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

1.6 ACCESSIBILITY.

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

REVISION 2. Clause 13 – **Term** is amended to add the language as follows:

13. TERM

13.1 EFFECTIVE DATE

The Grant Agreement shall become effective on **June 23, 2015**, and shall remain in effect until ~~June 30, 2017~~ **June 30, 2018**. No Grant reimbursements will be made until or upon the date this contract is fully executed per the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.

13.2 EXPIRATION DATE

The agreement shall remain in effect until ~~June 30, 2017~~ **June 30, 2018**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

13.3 TERMINATION

If the State finds that there has been a failure on the part of the Recipient to comply with the provisions of this Agreement, that reasonable progress has not been made, or that the purposes for which the funds were awarded have not been or will not be fulfilled, the State may take action to protect the interests of the State including, but not limited to, the refusal to disburse additional funds and requiring the return of all or part of the funds previously disbursed.

13.4 AMENDMENTS

Any amendment to this grant contract 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, or their successors in office.

Except as amended herein, the terms and conditions of the Original Grant and all previous amendments remain in full force and effect.

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Melissa Doney

Date: 5.24.17

Grant Contract No. 47840

Purchase Order No.: 3000020147

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

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____

(with delegated authority)
Title: Deputy Director, Division of Parks and Trails

Date: _____

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