



EMPLOYMENT AND ECONOMIC DEVELOPMENT

Amendment # 1 for Grant Agreement SC #153697

Contract Number: CITYSTPMAI2019

Minnesota Apprenticeship Initiative Grant Program

Contract Start Date:	<u>03/15/2019</u>	Total Contract Amount:	<u>\$30,000.00</u>
Original Contract Expiration Date:	<u>6/30/2020</u>	Original Contract:	<u>\$20,000.00</u>
Current Contract Expiration Date:	<u>6/30/2020</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$10,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Employment and Economic Development (“STATE”) and City of St Paul Public Works, 1500 City Hall Annex, 25W, Fourth Street, St. Paul, MN 55102 (“GRANTEE”).

Recitals

1. The State has a grant contract with the GRANTEE identified as SC # 153697 (“Original Grant Contract”). The State is empowered to enter into agreements with agencies to deliver Minnesota Apprenticeship Initiative (MAI) Grant services by Grant Contract CITYSTPMAI2019.
2. This contract is being amended to modify the contract amount and budget.
3. The State and the GRANTEE are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

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

REVISION 1. Clause 4.1 “**Consideration**” is amended as follows:

4.1 **Consideration.** The STATE will pay for all services performed by the GRANTEE under this grant contract.

- (a) **Compensation.** The GRANTEE will be reimbursed according to the budget summary provided in ~~Exhibit 2~~ Exhibit 2(a) which is attached and incorporated into this grant contract to support activities within the Work Plan.
- (b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expensed 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.
- (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the GRANTEE under this grant contract will not exceed ~~\$20,000.00~~, \$30,000.00.

REVISION 2. Clause 4.2 “**Payment**” is amended as follows:

4.2 Payment

(a) Invoices

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 accompanied by supporting documentation and correspond to the line items in the approved grant agreement budget (e.g. Apprenticeship Supplies & Materials, Off-Set Related Instruction Costs, or Registered Apprenticeship Infrastructure) included here as ~~EXHIBIT 2~~ EXHIBIT 2(a). Invoices must be submitted timely and upon submission of supporting documentation related to the approved cost categories referenced above.

- Invoices shall be submitted by Grantee to the State on a reimbursement basis. Payments shall be made by the State as soon as practicable after Grantee's presentation of the invoice. The fact of payment of any item shall not preclude the State from questioning the propriety of any item.

(b) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through CFDA number 17.268 by grant funds authorized by Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA) as amended (codified at 29 USC 2916a) for the American Apprenticeship Initiative. 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.

(c) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(d) Limits to Reimbursement

The STATE **shall not reimburse** Grantee for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of Grantee's participation in programs for any liability accrued thereunder before or after the effective date of this grant agreement.

REVISION 3. EXHIBIT 2 is deleted in its entirety and is replaced by the attached EXHIBIT 2(a), which is added to and incorporated into the Original Grant Contract effective on the date this amendment is fully executed.

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 and 16C.05.

Signed: Robin Culbertson

Date: 2/27/2020

Grant Contract No. A- 153697

Procure-It #- 52431 PO 3000400053

**2. GRANTEE
Grantee Organization Name**

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: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

EXHIBIT 2(a)

**CITYSTPMAI2019 - SC #153697
Amendment 1**

Employer	Number of Apprentices	# of Apprenticeship Programs	Funding per Apprentice	Total Grant Award	End Date
St Paul Public Works	6	1	\$5,000	\$30,000	6/30/2020
Upon request for reimbursement, Grantee will show which of the three categories the expenses are for: 1.) Apprentice tools and supplies 2.) Off-set related instruction costs 3.) Develop registered apprenticeship infrastructure					