

**ARPA Subaward Agreement Amendment**

THIS AMENDMENT, to the attached Contract No. 17220, is entered into and between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "Grantee" for the performance period of October 1, 2024, through December 31, 2024.

**WITNESSETH**

WHEREAS, the County has established Contract No.17220B with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

WHEREAS, section 44. of Contract No. 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the parties agree that this service agreement will be amended to take the form of an ARPA subaward agreement effective upon execution of this amendment; and

WHEREAS, the ARPA Subaward Agreement provides for a subaward of funds from the Coronavirus Local Fiscal Recovery Fund ("CLFRF") established by the portion of section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2, 135 Stat. 4 (2021), that is codified at 42 U.S.C. § 803; and

WHEREAS, on October 24, 2023, the County Board of Commissioners adopted Resolution No. 23-566 authorizing the County to amend the ARPA Subaward Agreement to recategorize the subaward as a non-subaward use of CLFRF funds by the County under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, the County will continue funding mentor and C&C Coordinator services with the Grantee, the C&C Coordinator servicing all participating St. Louis County schools and districts (with exception of ISD709 who has its own C&C Coordinator), all other duties remaining the same.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and Grantee agree:

- A. Section 1 of the Amended Service Agreement shall be replaced with the following:

This Agreement and performance period shall commence on October 1, 2024 and terminate on December 31, 2024.

- B. Sections 2 - 3.1 of the Amended Service Agreement shall remain in full force and effect.

C. Section 3.3 shall be replaced with the following, renumbered as section 3.2:

County shall disburse allocated funds to Districts/Schools through contract amendments for 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year with a final payout for the total County portion, to be paid in one installment for the services upon execution of this document by the parties. The total County payout to the Grantee shall equal \$1,019,269.70, with the Districts/Schools maintaining responsibility for the remaining percentages.

In summary:

County share for FY25 \$629,965.70

County share for FY26 \$389,304.00

New contract maximum FY21-26 \$ 2,487,811.07

One Time Payout, October 1 – December 31, 2024: \$1,019,269.70

D. All other sections of the ARPA Subaward Agreement shall be deleted and replaced with the following.

4. Grantee shall comply with ARPA, any administrative rule with respect to ARPA, any interpretive guidance issued by the U.S. Department of Treasury with respect to ARPA, and any other applicable law relating to this agreement. Grantee shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this agreement or any applicable law relating to this agreement.
5. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Grantee agrees to maintain such evidence for a period of six years from the termination of this agreement or longer if any audit in progress requires a longer retention period.
6. Grantee agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Grantee further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Grantee's performance of its obligations set forth in this agreement.
7. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantee's performance of its obligations set forth in this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Grantee, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such

obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement.


8. To the fullest extent permitted by law, Grantee shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Grantee in connection with this agreement, and (c) result from the recoupment of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.
9. Any amendment, variation, modification, or waiver of the provisions of this agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Grantee. This agreement shall supersede all other oral and written agreements prior to execution of this document.
10. If Grantee fails to perform any of the provisions of this agreement, such failure shall constitute a default. Unless Grantee's default is excused by the County, the County may, upon written notice, immediately terminate this agreement in its entirety. The County may, but is not required to, allow Grantee to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Grantee fails to cure its default in accordance with the terms or within the timeframe required by the County, this agreement shall automatically terminate.
11. This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
12. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.
13. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.
14. By entering into this agreement, Grantee certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.
15. This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.

16. For the avoidance of doubt, under this Amendment to ARPA Subaward Agreement, the subaward under the ARPA Subaward Agreement is recategorized as a non-subaward use of CLFRF funds by the County for the provision of government services under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d).
17. This Amendment to ARPA Subaward Agreement is effective retroactively from the effective date of the ARPA Subaward Agreement.
18. Each person executing this Amendment to ARPA Subaward Agreement on behalf of Grantee represents that the person is authorized to do so.

IN WITNESS WHEREOF, County and Grantee agree to be bound by the provisions of this Amendment, said Amendment and performance period being effective from October 1, 2024, through December 31, 2024.

**DISTRICT**

**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Jill Lofald  
School Board Chair  
Date: 12-17-24

\_\_\_\_\_  
Keith Nelson  
Board Chairperson  
Date: \_\_\_\_\_

Federal Tax ID #41-6003776

\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Nancy Nilsen  
Auditor  
Date: \_\_\_\_\_

Approved as to form and execution:

\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney  
Date: \_\_\_\_\_

LBM /ahs