

**FY 2010 STATE OF MINNESOTA  
BOARD OF WATER AND SOIL RESOURCES  
COMPETITIVE GRANTS PROGRAM GRANT AGREEMENT**

<b>Vendor: 034103001-00</b>				<b>PO #: 17019</b>		<b>P1 #: 21267</b>		<b>P2 #:</b>		<b>Date Pd #1: 6-2-10</b>
										<b>Date Pd #2:</b>
Line	FY	Fund	Agency	Org	Appr Unit	Object Code	Description			
01	10	100	R9P	2CSV	CSV	5A20	GF Native Buffer			
02	10	352	R9P	2WMO	C03	5A20	CWF Runoff Reduction			
03	10	352	R9P	2NPR	C04	5A20	CWF Clean Water Assistance			
04	10	352	R9P	2FDL	C06	5A20	CWF Feedlot Water Quality			
05	10	352	R9P	2SLD	C07	5A20	CWF Shoreland Improvement			
06	10	352	R9P	2CDR	C07	5A20	CWF Conservation Drainage			
07	10	352	R9P	2NPT	C09	5A20	CWF Tech Assistance & Eng/319 Match			
08	10	352	R9P	2SST	C10	5A20	CWF SSTS Enhancement			<b>\$43,830</b>
09	10	352	R9P	2IHT	C11	5A20	CWF Immin. Health Threat Abatement			
10	10	200	R9P	2SST	NRS	5A20	SSTS Inventory			
11	10	100	R9P	2FDC	FDL	5A20	GF Feedlot Water Quality			
12	10	100	R9P	2CSM	CSM	5A20	GF Cooperative Weed Mgmt.			

This grant agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Goodhue County, 509 West 5th St, Red Wing, MN 55066.

**Project Number: C10-153**

**Grant Amount: \$43,830**

**RECEIVED**

MAY 27 2010

Bd. of Water & Soil Resources  
St. Paul

**Recitals**

1. The Laws of Minnesota 2009, Chapter 172, Art. 2, Sec. 6; Chapter 37, Sec. 5; and the MPCA, have appropriated funds to BWSR for the FY 2010 Competitive Grants Program.
2. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, authorize the Board to award this grant.
3. The Grantee has submitted a BWSR approved work plan for this Program.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Grant Agreement**

**Authorized Representatives**

The State's Authorized Representative is David Weirens, BWSR Land & Water Section Administrator, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-3432, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this grant agreement.

The Grantee's Authorized Representative is **Beau Kennedy, Water Planner/Wetland Administrator**  
104 E 3<sup>rd</sup> Ave.  
P.O. Box 335  
Goodhue, MN 55027  
651-923-5286

If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

**1 Term of Grant Agreement**

- 1.1 **Effective date:** January 1, 2010, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd.5.
- 1.2 **Expiration date:** December 31, 2011, or until all obligations have been satisfactorily fulfilled whichever comes first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue.

## 2 Grantee's Duties

The Grantee is responsible for the specific duties for the Program as follows:

- 2.1 **Implementation.** The Grantee will implement the work plan, which is incorporated into this Agreement by reference, and located in the Board's Office in St. Paul.
- 2.2 **Reporting.** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1 The Grantee will submit a semi-annual progress report to the Board by February 1 and August 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2 Display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the BWSR, by March 15 of each year.
  - 2.2.3 The Grantee will submit a final progress report to the Board by February 1 of 2012. Information provided must conform to the requirements and formats set by the Board.

## 3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

## 4 Terms of Payment

- 4.1 Payment will be made in two installments by the Board. The first payment of ninety percent (90%) of the Grant Amount stated on page one will be paid promptly after the effective date of this grant agreement. The second payment of ten percent (10%) will be paid promptly after Board approval of Grantee's final report.
- 4.2 Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3 The obligation of the State under this grant agreement will not exceed the amount stated above.

## 5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the States 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 Assignment, Amendments, and Waiver

- 6.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 6.2 **Amendments.** Any amendment to this grant 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 agreement, or their successors in office.
- 6.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

## 7 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 the performance of this grant 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 agreement.

## 8 State Audits

Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant 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.

- 8.1 The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this GRANT, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
- 8.2 The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

**9 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 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 agreement. The civil remedies of Minn. Stat. § 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.

**10 Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 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.

**11 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**12 Termination**

The State may cancel this grant agreement at any time, with or 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.

**13 Data Disclosure**

Under Minn. Stat. § 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.

**14 Prevailing Wage**

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these state funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

**15 Signage**

It is the responsibility of the Grantee to comply with requirements for project signage, as provided in Laws of Minnesota 2009, Chapter 172, Article 5, Section 10, for Clean Water Fund projects.

**16 Constitutional Compliance**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

APPROVED:

**Goodhue County**

BY: [Signature]  
TITLE: Goodhue County Administrator  
DATE: 5/18/10

**Board of Water and Soil Resources**

BY: [Signature]  
TITLE: Land & Water Section Administrator  
DATE: 5/28/10