

OCT 22 2010

**FY 2011 STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Bd. of Water & Soil Resources
St. Paul

Vendor: 034103001-00			PO#: 17510			P1#: 21780		Date Pd: 11-4-10	
Line	FY	Fund	Agency	Org	Appr Unit	Object Code	Description	Amount	
01	11	100	R9P	2LWP	NRB	5A20	LWM	\$ 9,274	
02	11	211	R9P	2LWP	NRB	5A20	LWM	\$	
03	11	100	R9P	2WCA	NRB	5A20	WCA	\$ 16,170	
04	11	100	R9P	2SLD	NRB	5A20	SHORELAND	\$ 2,725	
05	11	211	R9P	2FDC	FDL	5A20	FEEDLOT	\$ 74,690	
06	11	352	R9P	2SST	C10	5A20	SSTS	\$ 8,501	
07	11	200	R9P	2SST	NRS	5A20	SSTS	\$ 1,430	
08	11	200	R9P	2SST	NRS	5A20	SSTS ED. STIP.	\$ 1,500	

For BWSR Use Only

This grant agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board), and GOODHUE COUNTY, BOX 408, RED WING 55066 (Grantee).

This grant agreement is for the following grant programs:

Comprehensive Local Water Management Base Grant	\$ 9,274
Wetland Conservation Act Base Grant	\$ 16,170
DNR Shoreland Management Base Grant	\$ 2,725
MPCA County Feedlot Base Grant	\$ 68,479
MPCA County Feedlot Performance Grant	\$ 6,211
BWSR/MPCA SSTS Base Grant	\$ 9,931
MPCA SSTS Educational Stipend	\$ 1,500
Grant Total	\$ 114,290

Recitals

- The Laws of Minnesota 2009, Chapter 37, Sec. 3, Subd. 2, and Sec.5, appropriated funds for the Natural Resources Block Grants (NRBG) to assist with the implementation of Comprehensive Local Water Plans, the Wetland Conservation Act, Shoreland, Subsurface Sewage Treatment Systems (SSTS), and County Feedlot Permit Programs.
- The Laws of Minnesota 2009, Chapter 172, Article 2, Section 6, authorizes the Board to use Clean Water Funds to make grants for SSTS Base Grants.
- Minnesota Statutes 103B.101 Subd. 9 (1), and 103B.3369, Subd. 5, authorize the Board to award grants.
- A Grantee must meet the criteria established by statute, the Board, the DNR, and MPCA, to be eligible to receive NRBG grant funds.
- The Board has determined the Grantee to be eligible and has selected the Grantee to participate in the NRBG.
- The Grantee has agreed to appropriate the required local match.
- 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.
- As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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 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 **NAME** Jim Bryant (or current Board Chair)
TITLE Goodhue Count Board Chair
ADDRESS GOODHUE COUNTY, BOX 408, RED WING MN55066
TELEPHONE NUMBER 651-385-3001

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

Grant Agreement

1 Term of Grant Agreement

- 1.1 *Effective date:* July 1, 2010
- 1.2 *Expiration date:* June 30, 2012, 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 NRBG as follows:

- 2.1 **Match:** The Grantee's participation in the NRBG is conditioned upon Grantee expenditure to match the NRBG as required by the Board. The Grantee's Program Allocation and Contribution Plan is incorporated into this Agreement by reference with the P.O.
- 2.2 **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - A. The Grantee will submit an annual progress report to the Board by February 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.
 - B. 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 June 30 of each year.
 - C. The Grantee will submit a final progress report to the Board by August 1 of 2012. Information provided must conform to the requirements and formats set by the Board. A late or incomplete final report will result in the withholding of any future NRBG executions.
- 2.3 **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland); and Minnesota Rules Chapter 7020 (Feedlot); Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, Subsurface Sewage Treatment Systems, and County Feedlot Programs, and, if receiving Educational Stipend, attend Advanced Designer/Inspector and Service Provider training.
- 2.4 **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantee's participation in the NRBG is conditioned upon the transfer of a minimum of \$5,000 to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 30 days of receipt of NRBG funds by the Grantee.

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 of the grant amount stated above will be made in one installment by the Board promptly after the effective date of this grant agreement.
- 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 Board must consult with the approving authority before granting an amendment to the grant agreement, or a component thereof.

4.4 The obligation of the State under this grant agreement will not exceed the amount stated above for each grant program.

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 the NRBG, and match and grant expenditures, 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 and match 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.

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

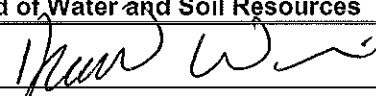
It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these state funds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

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

GOODHUE County

BY:	
TITLE:	County Board Chair
DATE:	10-19-10

Board of Water and Soil Resources

BY:	
TITLE:	Land & Water Section Administrator
DATE:	10/26/10

H:11NRBGA

AG:#2477631-v1