FY 2016 & 2017 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT

Vendor:	0000197295	Vouc:	
PO#:	3000006212	Date Paid:	

Amount	Account Code	Fund Code	Financial Department ID	Appropriation Code	FY	Appropriation Description
$14,699	441302	1000	R9P32LWP	R9PNRB5	2016	Local Water Management
$12,985	441302	1000	R9P32WCA	R9PNRB5	2016	Wetland Conservation Act
$2,780	441302	1000	R9P32SLD	R9PNRB5	2016	DNR Shoreland
$18,600	441302	2001	R9P32SST	R9PNRS3	2016	MPCA SSTS

For BWSR Use Only

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Houston County, Auditor Caledonia Minnesota 55921.**

This grant is for the following Grant Programs:		
P16-7147	2016 - Local Water Management - NRBG (Houston County)	$14,699
P16-6235	2016 - Wetland Conseration Act - NRBG (Houston County)	$12,985
P16-0511	2016 - Shoreland-NRBG (Houston County)	$2,780
P16-1160	2016 - Septic Treatment Systems - NRBG (Houston County)	$18,600

Total Grant Awarded: $49,064

Recitals

1. The Laws of Minnesota for 2015, 1st Special Session, in Chapter 4, Article 3, Section 4, appropriated LWM, WCA, and DNR Shoreland FY 2016 Natural Resources Block Grant (NRBG) funds to BWSR.
2. The MPCA transferred to BWSR funds for their 2016 SSTS Programs to be allocated with the FY 2016 NRBG;
3. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, subd. 5 authorize the Board to award grants.
4. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA and is eligible to receive NRBG grant funds.
5. The Grantee has agreed to appropriate the required local match.
6. 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.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Wayne Zellmer, BWSR Grants Coordinator, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-7361, 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 **Rick Frank, Houston County Environmental Services**
304 South Marshall Street, Room 209
Caledonia, MN 55921
(507) 725-5800

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***: The date the State obtains all required signatures under Minnesota Statute 16B.98, Subd.5, whichever is later. **The Grantee must not begin FY 2016 work under this Grant Agreement until this agreement is fully executed**

and the Grantee has been notified by the State's Authorized Representative to begin the work. The Grantee must not begin work under FY 2017 grants until Grantee has received Notice of Payment from BWSR.

1.2 The Grantee and BWSR signatures below signify approval to the terms of this Agreement for FY 2016 **and the yet to be determined FY 2017 Natural Resources Block Grants.**

1.3 ***Expiration date***: December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

1.4 ***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; 15. Intellectual Property Rights.

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 expenditures to match the NRBG as required by the Board.

2.2 ***Reporting:*** All data and information provided in a Grantee's report shall be considered public.

2.2.1 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.

2.2.2 The Grantee must 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 Board, by March 15 of each year.

2.2.3 The Grantee will submit a final progress report to the Board by February 1, 2019. Information provided must conform to the requirements and formats set by the Board.

2.2.4 A late or incomplete annual progress or final report will result in the withholding of any future NRBG allocations.

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 have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.

2.4 ***Wetland Conservation Act Funds Transfer:*** As required by the Board, the Grantee's participation in the NRBG is conditioned upon a transfer of funds 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 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

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 FY 2016 grant amount will be made in one installment promptly after execution of the Grant Agreement.

4.2 Payment of FY 2017 allocations for the above-stated grant programs will also be made under authority of this Grant Agreement promptly after July 1, 2017.

4.3 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.

4.4 The Board must consult with the state agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.

4.5 The obligation of the State under this Grant Agreement will not exceed the amount stated above for each grant program.

4.6 This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5 Conditions of Payment

All services provided by the Grantee under this Grant Agreement must be performed to the State's 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.

The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08-13), requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over $5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

Grantees have the flexibility of determining the amount of grant *and* required match of these three Programs, to allocate to each of their programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

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 Minnesota Statutes 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 Grant 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, Minnesota Statute Chapter 13, as it applies to all data provided by the State under this grant agreement, 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 Minnesota Statute 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 Minnesota Statute 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 Minnesota Statute 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 (Minnesota Statute 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 Intellectual Property Rights

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, *the parties have caused this Grant Agreement to be duly executed intending to be bound thereby for FY 2016 and FY 2017 Natural Resources Block Grants.*

Approved:

Houston County	**Board of Water and Soil Resources**
BY: Rick Frank (print)	BY:
Rick Frank (signature)	
TITLE: Environmental Services Director	TITLE:
DATED: 10-12-2015	DATED:

Attachment: FY 2017 Addendum – Notice of Payment (To be provided after July 1, 2016.)