If you circulate this grant agreement internally, only offices that require access to the tax identification number AND all individuals/offices signing this grant agreement should have access to this document.

Minnesota Department of Health
Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and City of Coon Rapids ("Grantee"). Grantee's address is 11155 Robinson Drive, Coon Rapids, MN 55433.

Recitals

1. Under Minnesota Statutes 144.0742 and §114D.50 Clean Water Fund, the State is empowered to enter into this grant agreement.

2. The State is in need of assisting public water suppliers to protect the source of drinking water.

3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. *Term of Agreement*

1.1 ***Effective date*** September 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.
The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration date April 30, 2018, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 Survival of Terms The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property; 14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties* The Grantee, who is not a state employee, shall:

- Verify the location of potential contaminant sources in the Drinking Water Supply Management Area (DWSMA).

- Prepare public education materials for the City's website and newsletter.

- Grantee agrees that work shall take place only in the MDH approved DWSMA. Grantee will be reimbursed only for work that takes place in the DWSMA.

- Grantee agrees that no system of water supply for public use shall be installed, altered or extended until complete plans and specifications for the installation, alteration or extension have been submitted and approved by the State, and no construction shall take place except in accordance with the approved plans. No grant funds can be used prior to approval of the plans. Failure to submit plans for approval within the first 2 months from the start date of the grant may result in termination of the grant award.

- The Grantee shall use the Clean Water Land and Legacy Amendment logo on all materials that are purchased or produced under this Grant Agreement (equipment, reports to the public, publications, displays, videos). Failure to display the logo may render the Grantee ineligible for reimbursement.

- If the project involves well(s) sealing, it is the Grantee's responsibility to contact the MDH Well Management section 24 hours prior to the beginning of well sealing work during normal business hours Monday to Friday between 8 am and 4:30 pm. The Grantee or their representative must contact either MDH Field Inspector or MDH District Supervisor at least 48 hours prior to the start of well sealing work to ensure that MDH has the opportunity to inspect during the well sealing process.

- On or before the end date of this Agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. If required by the nature of the project, data collected during the project shall be reported in a format acceptable to the State.

- The Grantee shall pay in full any licensed contractor or consultant hired for the purpose of completing any work under this Grant Agreement within 10 days of receiving payment from the State.

- The Grantee shall submit an itemized invoice for the total cost of the project.

- Exhibits A and B are attached and incorporated into this grant agreement. Upon completion of the project Grantee shall submit a Grant Narrative Report (Exhibit A) and a Grant Invoice (Exhibit B). The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.

- The Potential Contaminant Source Inventory (PCSI) must be submitted to the State upon the completion of the project and must include: GIS, labels, figures, spatial data and a narrative describing the methodology.

- In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee may forfeit the final payment. Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.

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, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the following breakdown of costs:

Activity	Grant Amount
Verify the location of potential contaminant sources in the DWSMA.	$4,390
Prepare public education materials for the City's website and newsletter.	$1,725
Total	$6,115

The following costs are not eligible and will be deducted from the final invoice, before reimbursement:

- permitting fees payable to MDH (i.e. well construction fee; well sealing fee)
- pressure tank and associated plumbing
- water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first)
- indirect or administrative costs related to the grant.

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed Six Thousand One Hundred Fifteen Dollars and Zero Cents ($6,115.00).

(c) Travel Expenses The Grantee will be reimbursed $0.00 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 expenses 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.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of 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 submitted in a timely fashion and according to the following schedule: Upon completion of the services. The State does not pay merely for the passage of time.

All the grant documentation (Grant Narrative Report, Grant Invoice, itemized invoice(s), electronic copies) must be submitted in one packet by either email or mail. The Grantee shall use the following mailing address:

Attn: Kris Wenner
Source Water Protection
Minnesota Department of Health
PO Box 64975, St. Paul, MN 55164-0975

If the final invoice is not received by the State before the end date of this Grant Agreement, the Grantee may forfeit the final payment.

5. Conditions of Payment All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the

Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. *Authorized Representatives*

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is Kris Wenner, SWP Grants Coordinator, 625 Robert Street N, PO Box 64975, Saint Paul, MN 55164-0975, 651-201-4696, Kris.Wenner@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is Tim Himmer, Public Works Director, 11155 Robinson Drive, Coon Rapids, MN 55433, 763-767-6494, thimmer@coonrapidsmn.gov, or his successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. *Assignment, Amendments, Waiver, and Merger*

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 Amendments If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

7.3 Waiver If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Merger This agreement contains all the negotiations and agreements between the State and the Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8. Liability The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this 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 agreement. Nothing in this clause may be construed as a waiver by the Grantee

of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes Chapter 466, or any other statute or law.

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) 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.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes section 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 any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been 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.

11. Ownership of Equipment The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

12.1 Ownership of Materials The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes,

documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

12.2 Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, 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.

14. Publicity and Endorsement

14.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the

Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2 Endorsement The Grantee must not claim that the State endorses its products or services.

15. Termination

15.1 Termination by the State or Grantee The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 Termination for Insufficient Funding The State may immediately terminate this agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Lobbying Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

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

APPROVED:

1. Grantee

The Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

2. State Agency

Grant Agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By:_____ (with delegated authority)

Title:_____

Date:_____

Distribution:

Agency – Original (fully executed) Grant Agreement
Grantee
State Authorized Representative

Exhibit A

Environmental Health Division
Drinking Water Protection Section
P.O. Box 64975
St. Paul, Minnesota 55164-0975
Phone: 651-201-4700

MDH Minnesota Department *of* Health

Source Water Protection Plan Implementation Grant Invoice

GRANTEE INFORMATION **PWSID:**

System Name:

Address:

Contact Person Name:

Phone: Fax:

E-mail:

INVOICE INFORMATION

Is this the final invoice? ☐ Yes ☐ No

WORK ITEMS AND EXPENDITURE DESCRIPTION – use an additional page if necessary

	$
	$
	$
	$
	$
	$
Total Expenditures	$
Net Invoice Amount to be Paid	**$**

DISCLAIMER AND SIGNATURE I declare that no part of this claim has been previously billed to MDH, and that the Total Expenditures reflect only charges related to the source water protection project. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY

Grant Manager Signature _____ Date _____

PO:	**Approved by:**
Period of Service:	**Date sent to F.S:**

Exhibit B

Minnesota Department of Health

Environmental Health Division
Drinking Water Protection Section
P.O. Box 64975
St. Paul, Minnesota 55164-0975
Phone: 651-201-4700

GRANT NARRATIVE REPORT TEMPLATE

System Name:	**PWSID:**
Address:	
Contact Person Name:	
Phone:	**Email:**
Describe the issue *Why did you apply for funding? Was there a problem? Where/When did it take place?*	
Describe in detail the work that was performed	
Describe the results of this project; How did this work benefit your system? How was drinking water and public health protected?	
Would this work have happened in the absence of the grant program? ☐ **Yes** ☐ **No**	
Assistance received – *How did Minnesota Department of Health (MDH) or Minnesota Rural Water Association (MRWA) help? (i.e. MDH/MRWA consulted, recommended, analyzed, educated, advised, provided, etc.)*	
How can the grant program be improved?	

Pictures available? ☐Yes ☐No

Publication, software, videos available? ☐Yes ☐No

DISCLAIMER I declare that the data on this document is correct

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY
How much money was spent completing this work (total to include cost share)
Estimate the number of people served by the PWS