Minnesota Department of Health
Grant Agreement

THIS GRANT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health (hereinafter "STATE") and City of Ramsey, an independent organization, not an employee of the State of Minnesota, address 7550 Sunwood Drive NW, Ramsey, MN 55303 (hereinafter "GRANTEE"), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statute §114D.50 Clean Water Fund is empowered to assist public water suppliers to implement their source water protection plans.

WHEREAS, the commissioner of health is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services by the department. (Minn. Stat § 144.0742)

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. GRANTEE'S DUTIES:

A. GRANTEE, who is not a state employee, shall complete the following work:
- Educate public about wellhead protection
- Mail informational materials related to maintenance and well sealing
- Create articles about proper well management for city newsletter
- Locate individual wells using GIS
- Mail letters to all underground storage tank owners within west DWSMA
- Send an annual letter to owners within west DWSMA that use large quantity of chemicals for ag
- Locate storage tanks within DWSMA - survey
- Perform all the work items listed in Grant Application which is incorporated by reference

B. 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 AGREEMENT, including reports, publications, software and videos. Any GRANTEE activity that involves data collection must be submitted to MDH upon completion of the project and in the format agreed by the STATE.

C. The GRANTEE shall submit a Final Report upon submittal of the Final Invoice. The Final Report shall be due no later than the expiration day of the AGREEMENT. The Final Report shall describe activities undertaken and accomplishments of each task, and any problems encountered in the performance of the work under this AGREEMENT, including the costs associated with completion of the tasks.

D. Data collected during the project shall be reported in a format acceptable to the STATE.

E. In the event the GRANTEE is unable to begin grant activities or to satisfactorily perform the duties specified in this grant agreement, the GRANTEE shall remit to the STATE within five days of demand the amount paid under this section minus any actual expenses incurred and otherwise authorized which are documented by adequate invoices acceptable to the STATE.

II. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed by GRANTEE pursuant to this grant agreement shall be paid by the STATE as follows:

1. Compensation:
The GRANTEE will be paid according to the following breakdown of costs:

Participate in Environmental Expo • Rental of watershed exhibit $100 • Purchase of brochures for distribution at expo event $200 • One consultant to prepare and attend an annual Expo event - 8 hrs at $100/hr	$1,100
Prepare Well Maintenance articles and mail to properties within DWSMA • Postage 260 parcels at $0.44/parcel • Mailing supplies 260 pieces at $1/piece • Consultant 20 hr at $100/hr	$2,374
Publish well Maintenance Article in City Newsletter • Consultant to prepare two articles 4 hr at $100/hr • Publication costs: ½ page at $850 twice annually	$2,100
Locate and add new or unreported wells into WHP database • Consultant 20hrs at $100/hr	$2,000
Prepare and send underground tank info to known tank owners in the West DWSMA • Consultant to prepare an article and mailings 4 hr at $100/hr	$400
Prepare and send agricultural chemical info to known users of such chemicals in the West DWSMA • Consultant to prepare two articles and mailings 4 hr at $100/hr	$400
Conduct Site inspections to locate storage tank facilities within the two DWSMAs • Consultant to focus extra inspection time within the DWSMAs to indentify unknown chemical and underground storage facilities. 4 hrs at $100/hr.	$400
TOTAL	$8,774

2. The total obligation of the STATE for all compensation and reimbursement to GRANTEE under this AGREEMENT shall not exceed 8,774 (eight thousand seven hundred seventy four dollars).

B. Terms of Payment

1. The STATE shall promptly pay the GRANTEE, after the GRANTEE presents an itemized invoice for work actually performed and the State's Authorized Representative accepts the invoiced work.
2. Invoices must be submitted using the form attached as Exhibit A, which is attached and incorporated into this agreement and submitted to:

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

3. The GRANTEE may receive 50% of the grant amount (not to exceed $4,387) as an advance only after the grant agreement is fully executed and the GRANTEE submits the Advance Invoice (attached as Exhibit B) to the address listed above.
4. The advance payment will be reconciled within the first year of the AGREEMENT.
5. The GRANTEE may receive 40% of the grant amount (not to exceed $3,510) once the Minnesota Department of Health has received documentation how the initial funds were used and the services performed have been accepted by the STATE'S Authorized Representative (advance has been reconciled).
6. The STATE shall withhold 10 percent (10%) of the grant award, until the STATE is satisfied that the project has been completed according to the terms of this AGREEMENT, and the GRANTEE'S duties have been successfully completed. The GRANTEE shall submit an invoice for the final 10% upon submittal of the Final Report.
7. A Final Report shall be due no later than the expiration day of the AGREEMENT. If the Final Report is not received by the STATE before the end date of this AGREEMENT, the GRANTEE may forfeit the Final Payment.
8. If necessitated by the nature of the project, a grantee is allowed to reallocate up to 10% of the amount originally awarded for a given expense category to another approved category without obtaining permission from the MDH. Should the grantee find it necessary to re-budget the grant beyond the 10% reallocation allowance, a written or e-mail request must be submitted to the MDH for approval.

III. CONDITIONS OF PAYMENT All services provided by GRANTEE pursuant to this grant agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERMS OF AGREEMENT This grant agreement shall be effective on December 15, 2010, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statute §16C.05, Subdivision 2, whichever occurs later, and shall remain in effect until June 30, 2012, or until all obligations set forth in this grant agreement have been satisfactorily fulfilled, whichever occurs first.

GRANTEE understands that NO work should begin under this grant agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE'S Authorized Representative.

If the GRANTEE does not commence the Project within six months of the Execution Date of this Agreement, the STATE reserves the right to cancel this agreement and reallocate the funds.

V. CANCELLATION

A. 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.

B. 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.

VI. STATE'S AND GRANTEE'S AUTHORIZED REPRESENTATIVE

- The STATE'S Authorized Representative for the purposes of administration of this grant agreement is Randy Ellingboe, Manager, Section of Drinking Water Protection Section, or his successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- The GRANTEE'S Authorized Representative for purposes of administration of this grant agreement is Steven Jankowski, Assistant City Engineer. The GRANTEE'S Authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions and requirements of this grant agreement.

VII. ASSIGNMENT GRANTEE shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the STATE.

VIII. AMENDMENTS Any amendments to this grant agreement shall be in writing, and will not be effective until it has been fully executed by the same parties who executed the original grant agreement, or their successors in office.

IX. LIABILITY GRANTEE shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this grant agreement by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant agreement. Nothing herein shall be construed as a waiver by GRANTEE of any of the immunities or limitations of liability to which GRANTEE may be entitled to pursuant to Minnesota Statute Chapter 466 or pursuant to any other statute or law.

X. STATE AUDITS The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this grant agreement shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum period of six (6) years from the end of this grant term.

XI. DATA PRACTICES ACT The GRANTEE and the STATE shall comply with the Minnesota Data Practices Act and other applicable laws as it applies to all data provided by the STATE in accordance with this grant agreement and as it applies to all data created, gathered, generated or acquired in accordance with this grant agreement.

XII. 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.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

A. 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. 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 sub-grantees 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.

B. 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.

XIV. 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.

XV. ENDORSEMENT The Grantee must not claim that the STATE endorses its products or services.

XVI. WORKERS' COMPENSATION The GRANTEE certifies that it is in compliance with Minnesota Statute §176.181, Subdivision 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.

XVII. JURISDICTION AND VENUE This grant agreement, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

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

Exhibit A

Source Water Protection Plan Implementation Grants
Invoice

Grantee Information	**PWSID:**
System:	
Address:	
Program Contact Person:	
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	$
Deduct amount of advance received	$
Net Invoice Amount to be Paid	**$**

The Grantee certifies this invoice to be true and correct.

Authorized Grantee Signature _____ Date _____

For Minnesota Department of Health Use Only:

Grant Manager's Signature _____ Date _____

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

MINNESOTA MDH DEPARTMENT OF HEALTH
Division of Environmental Health
Section of Drinking Water Protection
P.O. Box 64975
St. Paul, Minnesota 55164-0975
651/201-4700

Exhibit B

Source Water Protection Plan Implementation Grants

Advance Invoice

Grantee Information	**PWSID:**
System:	
Address:	
Program Contact Person:	
Phone:	Fax:
E-mail:	

Advance Requested	**$**

Advance Description (Work Items and Expenditures) – use an additional page if necessary	
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total Advance to be Paid	**$**

The Grantee certifies this invoice to be true and correct.

Authorized Grantee Signature _____ Date _____

For Minnesota Department of Health Use Only:

Grant Manager's Signature _____ Date _____

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