



Vendor Name & Doing Business As (D/B/A when applicable): City of Ramsey (DBA Name 2 – Finance)		Vendor Number: 0000199282	Vendor Location Code: 001	
Vendor Address: 7550 Sunwood Drive NW, Ramsey, MN 55303		Vendor Remit-to Address (if different):		
Requestor's Name & Employee ID#: (required by SWIFT): Eddie Wojski / 01128746		Certified TG/ED/VO Vendor : <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Not applicable for grant		
Starting State Fiscal Year:	2021	Amount of Original Agreement:	\$9,600.00	
Agreement Start Date:	January 8, 2021	Amount of Original + ALL Previous Amendments:		
Agreement End Date:	December 31, 2021	Amount of this Amendment ONLY:		
Amended End Date:		Grand Total (Original + all Amendments):	\$9,600.00	
Select Amendment Type:	Language Only <input type="checkbox"/>	Time Only <input type="checkbox"/>	Money Only <input type="checkbox"/>	Time and Money <input type="checkbox"/>

Special Instructions:

Does this contract contain non-public data? Yes No

If "Yes" provide a Contract/PO description for SWIFT:

ACCOUNTING INFORMATION

State Fiscal Year 2021						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
2302	H1232117	H12162P			\$9,600.00	7/1/2020
	H123	H12			\$	
	H123	H12			\$	
State Fiscal Year 202						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
	H123	H12			\$	
	H123	H12			\$	
	H123	H12			\$	
State Fiscal Year 202						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
	H123	H12			\$	
	H123	H12			\$	
	H123	H12			\$	

FINANCIAL MANAGEMENT USE ONLY

Encumbrance Signature	Sarah Martin	Digitally signed by Sarah Martin Date: 2020.12.09 07:45:23 -06'00'	Date	12/09/2020
Contract Number	186689		Origin Code	649
Purchase Order Number	3000081148		Source Type	
Category Code	84101501		Account ID	441352

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH") and City of Ramsey ("Grantee"). Grantee's address is 7550 Sunwood Drive NW, Ramsey, Minnesota 55303.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. § 144.0742 and §114D.50 Clean Water Fund .
2. MDH is in need of assisting public water suppliers to protect the source of drinking water.
3. The vision of the Department of Health is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant pursuant to Minn. Stat. § 16B.98, subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

January 8, 2021, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn. Stat. § 16B.98, subd 7, no payments will be made to the Grantee until this grant contract is fully executed. Grantee must not begin work until this contract is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

December 31, 2021, or until all obligations have been fulfilled to the satisfaction of MDH, 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. Government Data Practices and Data Disclosure; 11. Ownership of Equipment; 12. Intellectual Property; 14. Publicity and Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. Grantee's Duties

Grantee, who is not a state employee, shall:

- 2.1. Hire a licensed well contractor to evaluate the condition of the well casing of municipal water supply well #1.
- 2.2. Grantee agrees that work shall take place only in the MDH approved Drinking Water Supply Management Area (DWSMA). Grantee will be reimbursed only for work that takes place in the DWSMA.
- 2.3. The Grantee shall use the Clean Water Land and Legacy Amendment logo provided by MDH 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.
- 2.4. The Grantee shall pay in full any licensed contractor or consultant hired for the purpose of completing any work under this Grant Agreement.
- 2.5. Upon completion of the project, Grantee shall complete and submit an itemized Grant Invoice and a Grant Narrative Report to MDH SWP Grant Coordinator. The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.
- 2.6. 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.
- 2.7. In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee will forfeit payment. A 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

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 MDH's Authorized Representative that Grantee has not complied with the terms of the grant.

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

4. Consideration and Payment

4.1. Consideration

MDH will pay for all services performed by Grantee under this grant agreement as follows:

4.1.1. Compensation.

Grantee will be paid according to the following breakdown of costs:

Activity Summary	Grant Amount
Evaluate well #1 casing.	\$9,600.00
Total	\$9,600.00

The following cost 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

4.1.2. Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this agreement will not exceed \$9,600.00.

4.1.3. Travel Expenses

Grantee will be reimbursed 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"). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MDH's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.4. Budget Modifications

Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1.1 and 4.1.3 or incorporated in Exhibit B) requires prior written approval from MDH 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, loss of funds, or both. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from MDH provided that such modification is indicated on submitted reports and that the total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed in 4.1.2

4.2. Terms of Payment

4.2.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH'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.

Grantee shall email invoice to: health.swpgrants@state.mn.us

Or mail to:

Eddie Wojski
SWP Grant Coordinator
Minnesota Department of Health
PO Box 64975
St. Paul, MN 55164-0975

4.3. Contracting and Bidding Requirements

4.3.1. Municipalities

A grantee that is a municipality – defined as a county, town, city, school district or other municipal corporation or political subdivision of MDH authorized by law to enter into contracts - is subject to the contracting requirements set forth under Minn. Stat. § 471.345. Projects that involve construction work are subject to the applicable prevailing wage laws, including those under Minn. Stat. § 177.41, et. seq.

4.3.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under Minn. Stat. ch. 16B.
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:

- 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
 - vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
 - vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
 - viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under Minn. Stat. §§ 177.41 through 177.44.
 - ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by 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

Grantee, programmatic monitoring of work performed by Grantee and program evaluation. Grantee will not be paid for work that MDH 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

MDH's Authorized Representative for purposes of administering this agreement is [Eddie Wojski, SWP Grant Specialist, 625 Robert Street N., PO Box 64975, St. Paul, MN 55164-0975, 651-201-4576, eddie.wojski@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. Grantee's Authorized Representative

Grantee's Authorized Representative is [Bruce Westby, City Engineer, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, 763-433-9825, and Bwestby@cityoframsey.com], or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this agreement, Grantee must immediately notify MDH in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. Assignment

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

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 MDH and Grantee.

7.3. Waiver

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

7.4. Grant Agreement Complete

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

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this

agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minn. Stat. ch. 466, or any other statute or law.

9. State Audits

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under Minn. Stat. § 16B.98, subd. 8, by MDH and the Minnesota State Auditor or the Minnesota 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.

10. Government Data Practices and Data Disclosure

10.1. Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by MDH under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement Pursuant to Minn. Stat. § 13.05, subd. 11(a). The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Grantee or MDH.

If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

10.2. Data Disclosure

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to Minn. Stat. § 270C.65, subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment

MDH shall have the right to require transfer of all equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. This right will normally be exercised by MDH 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

MDH shall own all rights, title and interest in all of the materials conceived or created by 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”).

Grantee hereby assigns to MDH all rights, title and interest to the materials. Grantee shall, upon request of MDH, execute all papers and perform all other acts necessary to assist MDH 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 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 MDH by 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 Grantee’s obligations under this grant agreement without the prior written consent of MDH’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 MDH, at Grantee’s expense, from any action or claim brought against MDH 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 MDH’s opinion is likely to arise, Grantee shall at MDH’s discretion either procure for MDH 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

Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, which pertains to workers’ compensation insurance coverage. Grantee’s employees and agents, and any contractor hired by 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 MDH’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 Grantee

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

14.2. Endorsement

Grantee must not claim that MDH endorses its products or services.

15. Termination

15.1. Termination by MDH or Grantee

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

15.3. Termination for Insufficient Funding

MDH 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 Grantee. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MDH 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. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH 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.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Sarah Martin Digitally signed by Sarah Martin
Date: 2020.12.09 07:42:49 -06'00'

Print name: Sarah Martin

Date: 12/09/2020

SWIFT Contract/PO No(s). 186689/3000081148

2. Grantee

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

By: _____

Print name: _____

Title: _____

Date: _____

By: _____

Print name: _____

Title: _____

Date: _____

3. Minnesota Department of Health

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)

Print name: _____

Title: _____

Date: _____

Distribution:

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