Clean Water Partnership Grant and Loan Program
State Fiscal Year 2015
Notice of Grant Opportunity

This document describes the Clean Water Partnership Grant and Loan Program, including information on who may apply for funding and the funding priorities for the State Fiscal Year 2015 grant and loan round. You will also find match requirements, activities eligible for funding, and other information that will help you plan your project and submit a competitive application. Applications are due no later than 4:30 pm C.S.T. on Friday, March 6, 2015.

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I. Program overview

The Minnesota Pollution Control Agency (MPCA) is accepting applications for water resource projects to be funded through the Clean Water Partnership (CWP) Grant and Loan Program. Applications will be accepted from local governmental units interested in leading a project for protection or improvement of groundwater or water bodies from nonpoint sources. Grant funds are limited and we urge sponsors to request only funds needed to complete projects during the three-year grant period. Applicants awarded funds may begin project work by late spring 2015.

State goals and priorities

The MPCA’s goals in awarding grants include the protection and improvement of surface and groundwater in Minnesota.

Statutory authority

Project funding comes from two state sources: General Fund appropriation and the Clean Water Fund (CWF) appropriation for CWP. In 1987, the CWP was established to protect and improve surface and groundwater in Minnesota through financial and technical assistance to local governmental units. The CWF 2014-2015 biennium appropriation language indicates that priority shall be given to projects preventing impairments and degradation of lakes, rivers, streams, and groundwater. The CWF dollars must balance benefits across the State.

II. Funding

Grant program

We anticipate that over $1.7 million of grant funds will be available this year. The maximum grant award is $300,000 and minimum is $10,000. Up to 50 percent of a total project’s cost may be covered by a grant award.

Loan program

We anticipate that over $7 million of loan funds will be available this year. There is no limit for a loan request. However, projects that are primarily asking for loan funding of at least $100,000 may also request up to $10,000 grant funding to locally administer the loan. One hundred percent of the total project cost may be covered by a loan.

At least $2 million of the loan funds will be reserved for applications that provide permanent stormwater treatment by utilizing green infrastructure projects. Priority will be given to stormwater projects that preserve or restore natural hydrologic processes through green infrastructure projects such as rainwater harvesting and reuse, rain gardens, green roofs, tree boxes, porous pavement, street and parking lot redesign, or similar green infrastructure approaches. Flood control may be a component, but not the primary objective of a project request under the green infrastructure reserve.

Grant program match requirements

Grantees are required to contribute at least 50 percent of the total project cost as a cash or in-kind match. No more than 20 percent of the total project costs may be from other state and federal sources. Matching contributions may be any combination of money, supplies, services, and loan funds.

- Cash funds may come from you or your partners.
- Supplies may be purchased or donated materials specifically used in the project. This does not include the value of supplies (e.g., land, office space, or equipment) that are already available for use for this project.
• In-kind service to implement the project should be the value of the time for people who are funded from an entity not sponsoring the project or volunteers that replace a role that would normally be paid to participate in the project may be included. The value of volunteer time should be based on what you would pay to have the same work done.

• CWP Loan funds may be used as a match for a grant project.

Payment schedule
After the grant agreement is signed, 25 percent of the total award will be paid as an advance payment to complete the project workplan and begin the project. When the advance has been expended, the remaining 75 percent of the total award will be paid as reimbursement for completed work per the terms of the grant agreement.

III. Applicant eligibility

Grant program
Only local governmental units (LGUs) that meet the following criteria are eligible to apply for grants and receive technical assistance.

• The LGU has authority to coordinate and enter into contracts with local, state, and federal agencies, and private organizations for the purpose of carrying out a project.

• The LGU has authority to generate cash revenues and in kind contributions for the local share of a project.

• The LGU has an approved local water plan that addresses the water of concern.

Local governmental units that meet these requirements include counties, cities, townships, tribes, watershed districts, soil and water conservation districts, and watershed management organizations. Joint powers organizations composed of previously mentioned entities are also eligible.

Loan program
Only local governmental units that meet the following criteria are eligible to apply for loans and receive technical assistance.

• LGU has the ability to pledge its full faith and credit to ensure repayment of a project implementation loan

• LGU has the authority to generate cash revenues for the repayment of a loan

• LGU has the authority to enter into a loan agreement with the agency

Local governmental units that meet these requirements include counties, cities, townships, tribes, watershed districts, and watershed management organizations. Joint powers organizations composed of previously mentioned entities are also eligible but must submit a resolution from at least one local governmental unit that meets the criteria stating that they will participate in the project as a loan sponsor.

IV. Eligible and ineligible projects

Eligible projects
Eligible nonpoint source pollution projects are categorized as either protection or restoration.

• A protection project addresses groundwater, a water body or water bodies that are currently meeting state water quality standards for a particular pollutant or have not been assessed by the MPCA, but are
otherwise known to be supporting beneficial uses. However, if a lake is listed as impaired due to a particular pollutant such as mercury, a sponsor may still develop a protection application addressing an unimpairment, such as phosphorus (nutrient) levels in the lake.

- **A restoration project** addresses groundwater, a water body or water bodies that are currently impaired. These projects may or may not have a completed Total Maximum Daily Load (TMDL) study or Watershed Restoration and Protection Strategy (WRAPS).

**Eligible project activities include:**

- dredging of harbors, lakes, ditches, constructed wetlands, and existing sedimentation basins
- sewage treatment system upgrades when part of an approved project implementation
- water quality monitoring, water resource and project area data and information collection, data and information analysis and assessment, and related tasks associated with development of a diagnostic study
- selection, design, layout, and installation of best management practices (BMPs) consistent with Federal Section 319 or 320 of the federal Clean Water Act, as amended
- development, review, and inspection of procedures for the installation, operation, and maintenance of BMPs
- BMP implementation for animal feedlot operations if the installation is not related to a criminal enforcement action or a civil enforcement action involving financial penalties
- outreach, technical assistance, and education activities concerning animal waste management, and the costs of BMPs for National Pollutant Discharge Elimination System (NPDES) feedlot facilities if the implementation activities are part of an eligible watershed or groundwater project
- outreach, technical assistance, implementation of source control and runoff control BMPs, and education activities related to stormwater control
- fiscal and management activities and report preparation
- creation and dissemination of public education materials and activities
- development and implementation of ordinances
- acquisition of easements and property
- the purchase of vegetation or seed of ecotypes native to Minnesota
- use of ferric chloride, aluminum sulfate, or other chemicals to precipitate phosphorus is eligible for loan fund projects only

**Ineligible project activities**

Ineligible project activities include:

- operation and maintenance of BMPs
- regulated practices to control spills of pesticides, fertilizer, petroleum, and related materials from bulk storage facilities
- regulated practices to manage toxic or hazardous materials
- activities regulated by the state NPDES wastewater permit program
- activities regulated by a condition of a state solid waste or hazardous waste permit, or solid waste rules, or hazardous waste rules
- activities funded by state or federal grants or loans for publicly owned treatment works
- land use and land management activities directly related to commercial operations and industrial processes including plant yards, access roads, drainage ponds, refuse piles, storage piles, and material product loading areas, excluding farming operations occurring on the farm itself
- mining activities
• building and utility construction
• highway and road construction
• activities intended primarily for flood control
• purchase or use of suspected endocrine disruptor pesticides
• activities utilizing existing water bodies as water quality treatment devices, except for mitigated wetlands
• activities that violate local, state, and federal statutes, rules and regulations, state, and federal statutes, rules and regulations

V. Eligible and ineligible costs

Eligible costs
Eligible project costs must be reasonable, necessary, and allocable to the project, including staffing costs.

Ineligible costs
Ineligible costs include any costs that are not related to the project and the following even if directly related to the project.

• Any expenses incurred before the contract is signed by all parties including applicant's expense for preparing the eligibility application and cost application
• Any project implementation expenses incurred during workplan application
• Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees
• Employee worksite parking
• Administrative expenses not directly related to or necessary to complete the work
• Lobbying, lobbyists and political contributions
• Mark-up on purchases and/or subcontracts
• Taxes, except sales tax on eligible equipment and expenses
• Activities addressing enforcement actions that involve a financial penalty
• Memberships (including subscriptions and dues)
• Reimbursement to stakeholders for their attendance at stakeholder participation meetings
• Food (other than staff per diem)
• Alcoholic refreshments
• Entertainment, gifts, prizes and decorations
• Merit awards and bonuses
• Donations and fundraising
• Computer(s) and software, unless unique to the project and specifically approved by the MPCA as a direct expense
• Purchase or rental of mobile communication devices such as pagers, smart/mobile phones, unless unique to the project and specifically approved by the MPCA as a direct expense.
• Continuous flow monitoring equipment
• Environmental monitoring equipment for compliance purposes
• Purchase cost of boats, outboard motors, and/or trailers
• Vehicles, unless unique to the project and specifically approved by the MPCA as a direct expense
VI. Application review process

Applications received by the grant deadline will be reviewed by a committee composed of MPCA staff, using a three phase process. Late applications will not be considered for review.

Step 1 – Eligibility review

The MPCA will determine if eligibility requirements are met. Any application found to be ineligible will be eliminated from further evaluation.

Pass/fail criteria:

- Applicant is eligible.
- Project is eligible.
- Budget math is correct and consistent throughout application. (Project Expenditure Budget and Project Sponsor Budget are accurate and mirror the dollar amounts listed in Project Budget Projection on Page 1 of application form)
- Source(s) of applicant match are eligible.

Step 2 – Application scoring

Only those applications meeting the eligibility criteria under Step 1 will be considered for scoring in Step 2. No activity or comments from applicants regarding this Notice of Grant Opportunity (NGO) shall be discussed with any of the evaluation committee members during the evaluation of the applications. An applicant who contacts an evaluation committee member may have its application disqualified.

The State may request clarification from one or more applicants. The clarifications must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original application for application scoring.

Reviewers will evaluate applications using the Application Evaluation Score Sheet (Attachment A). Applications must receive at least 21 of the possible 40 points to be considered for placement in the final selection pool.

Step 3 – Select finalist(s)

Only those applications that are found to be eligible under Steps 1 and 2 will be considered in Step 3. Grant and loan awards shall be made to applicants that best meet the eligibility criteria identified in sections III and IV of this NGO and as funds allow, and according to category consideration rank.

First consideration

First consideration will be given to the following categories: Green infrastructure reserve loan projects; loan funding projects requesting up to $10,000 in grant funding; and protection projects requesting grant funding.

The applications with the highest scores, as per the criteria listed in Attachment A of NGO, will be selected for funding. If funding remains, consideration will be given to projects that fall within the second consideration category.

Second consideration

Second consideration will be given to the following category: Grant funded projects classified as both protection and restoration. The applications with the highest scores, as per the criteria listed in Attachment A of the NGO, will be selected for funding until all the available funds have been awarded. If funding remains, consideration will be given to projects that fall within the third consideration category.
Third consideration

Third consideration will be given to the following category: Grant funded projects classified as restoration. Applications with the highest scores, as per the criteria listed in Attachment A of the NGO, will be selected for funding until all the available funds have been awarded.

Note, the Commissioner or designee may accept, modify, or reject the recommendation of staff. In addition to the ability to partially award projects, we reserve the right to refrain from awarding any grants.

We may perform an appropriate cost and pricing analysis of an application, including an audit of the reasonableness of any application. If an applicant is managing or has managed nonpoint source grant or loan projects since 2010, project management in accordance with the terms and conditions specified in the MPCA grant or loan agreements will be considered.

Notification

All applicants will be notified of award or rejection no later than 4:30 pm C.D.T. on April 30, 2015. Applicants selected for funding will be contacted concerning the next steps in the award process, including execution of the appropriate agreements and work plan submission.

VII. Grantee responsibilities

Grant and/or loan agreement

Each awardee must formally enter into a grant and/or loan agreement. The agreement will address the conditions of the award, including implementation of the project. Once the agreement is signed, the recipient is expected to read and comply with all conditions of the agreement. The CWP funds will be administered via agreements of three years duration. It is estimated that agreements will be executed for work to begin late Spring 2015.

Reporting requirements

All grant recipients must submit semi-annual reports for the duration of the grant or loan agreement period. Reports are due on August 1 for the period covering January 1 through June 30 each year, and on February 1 for the period covering July 1 through December 31 each year. The final report is due 30 days after the end date of the grant or loan agreement. No payments will be made if required reports are outstanding or not approved.

Appropriate BMP data must be entered into e-LINK by February 1 and monitoring data must be entered in EQuIS by November 1 annually.

If the grant recipient has an active website, the recipient must display the semi-annual and final reports on its website. Reports must be posted on the recipient’s website and available to the public. For recipients without active websites, we will display these reports on our website. Posted reports must contain (at minimum):

- current budget
- current expenses by objective
- outcomes proposed
- outcomes achieved during the posting period

Public data

Responses to this NGO are private or nonpublic until opened. Once the responses are opened, the name and address of the applicant and the amount requested is public. All other data in a response is private or nonpublic data until completion of the evaluation process. After a granting agency has completed the evaluation process, all remaining data in the response is public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a grantee that the response is copyrighted or otherwise protected does not prevent public access to the response. (Minn. Stat. § 13.599, subd. 3)
**Prevailing wage**

The Contractor must pay prevailing wages to its employees when conducting construction activities under this contract.

Under Minn. Stat. § 177.43, subd. 3 and § 177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See [http://www.doli.state.mn.us/LS/PrevWage.asp](http://www.doli.state.mn.us/LS/PrevWage.asp) for a list of affected trades.

Minn. Stat. § 177.43, subd. 7 states this does not apply to a contract or work under a contract under which:

A. the estimated total cost of completing the project is less than $2,500 and only one trade or occupation is required to complete the work; or

B. the estimated total cost of completing the project is less than $25,000 and more than one trade or occupation is required to complete it.

**Choose from commercial, highway/heavy, or residential wage rates.**


Prevailing wage payroll information:

Under Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor must furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via email as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and ownerprevailingwage.pca@state.mn.us.

- The Subject line on the Contractor's or Subcontractor's email must give their firm's name and the Contract or Purchase Order Number.

- These completed forms must be furnished not more than 14 days after the end of each pay period.

The state of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the Materials Management Division website at [http://www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm). Submit the completed and signed state of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage [http://www.doli.state.mn.us/LS/PrevWage.asp](http://www.doli.state.mn.us/LS/PrevWage.asp)

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at [http://www.taxes.state.mn.us/forms/ic134.pdf](http://www.taxes.state.mn.us/forms/ic134.pdf).
Definitions

- Best Management Practices (BMPs): Behavioral actions taken or structural practices installed to benefit water quality.
- Construction project: For the purposes of projects receiving state funding, any work on real property that uses the skill sets of any trades covered by Labor Code and Class under prevailing wages, see prevailing wages for list of affected trades.
- Nonpoint source: Unregulated sources of pollution.

VIII. Application instructions

Responses to application questions must be typed, following format and page limits specified in the grant application form.

Any exceptions to language found in the sample grant agreement must be identified at the end of the application form.

Application checklist

A complete application will consist of the following two documents:

- Application Form in an editable Microsoft Word format (PDF format is not acceptable)
- Signed Project Sponsor Resolution Form (PDF is acceptable)

IX. Submission instructions

The Application Form and Project Sponsor Resolution Form must be electronically received by the MPCA no later than 4:30 p.m. CST, Friday, March 6, 2015. The email properties will reflect the date and time submissions are received. Application submissions received after the deadline will not be considered eligible. The Application Form and Project Sponsor Resolution Form must be sent to: CWP.Grant.PCA@state.mn.us. The State is not responsible for any errors or delays caused by technology-related issues, even if they are caused by the State.

X. Applicant questions

Clean Water Partnership program information can be found on our website at 2015 Clean Water Partnership Funding Round

Prospective applicants who have any questions regarding this NGO must email questions to CWP.Grant.PCA@state.mn.us. The latest you may submit a question is 4:00 pm C.S.T. on Friday, February 27, 2015. Questions and answers will be posted on the MPCA website at 2015 Clean Water Partnership Funding Round within two working days of receipt. A final list of all questions answered during the open Q & A period will be posted on the MPCA website by 4:00 pm C.S.T on Tuesday, March 3, 2015. MPCA personnel are not authorized to discuss this NGO with responders outside of the Q & A. Contact regarding this NGO with any MPCA personnel could result in disqualification.
Application Evaluation Score Sheet

A 40-point scale will be used to evaluate eligible applications. Scores will be used in developing final funding recommendations. Applicants are encouraged to score their own application using the evaluation score sheet below before submitting their application. This step is not required, but may help applicants ensure their application addresses the criteria by which evaluators will score applications.

<table>
<thead>
<tr>
<th>Category and Point Assignment</th>
<th>Application Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The extent to which the project application clearly identifies water quality concerns</strong></td>
<td>(Maximum Score: 10 Points)</td>
</tr>
<tr>
<td>The type, location, and problem are specifically defined in the application. Groundwater or water body use is identified. How the groundwater or water body concerns are addressed in local and/or basin water plans are explained. The application identifies specific water quality concern that will be addressed by the project.</td>
<td></td>
</tr>
<tr>
<td><strong>The extent to which the proposed project activities will lead to protection, enhancement, or restoration of the water of concern.</strong></td>
<td>(Maximum Score: 10 Points)</td>
</tr>
<tr>
<td>The proposed project is likely to result in excellent water quality protection, enhancement or restoration. Specific environmental, administrative, and social behavior outcomes are identified and meaningful to water condition improvement. Water quality data is cited and water quality standards are referenced.</td>
<td></td>
</tr>
<tr>
<td><strong>The extent to which the proposed project activities are technically feasible relative to the cost of the project.</strong></td>
<td>(Maximum Score: 10 Points)</td>
</tr>
<tr>
<td>Project activities are complete; the application describes activities thoroughly. The entire suite of activities is clearly understood so the sponsors could start the project almost immediately. Budget is clear and reasonable. Scope of the project appears manageable, schedule is reasonable, project sponsors are active in water planning or regulatory activities for NPS, and the water of concern and its watershed have physical, hydrological, or other characteristics that can be worked with or worked around to obtain water quality protection.</td>
<td></td>
</tr>
<tr>
<td><strong>The extent to which the proposed project demonstrates a high potential for project success based on participation, coordination, and cooperation between LGUs, public agencies, and other local stakeholders within the project area.</strong></td>
<td>(Maximum Score: 5 Points)</td>
</tr>
<tr>
<td>The application demonstrates community and political support for the project; roles and responsibilities are defined; stakeholders are clearly identified; schedule is reasonable, links to other priorities and resources are shown and results will be communicated, and project lead is clearly identified.</td>
<td></td>
</tr>
<tr>
<td><strong>The extent to which the success of the proposed project can be quantified through measureable objectives.</strong></td>
<td>(Maximum Score: 5 Points)</td>
</tr>
<tr>
<td>Provides baseline data; predicts water quality improvements and references water quality standards. Provides interim management measures and understands the project’s contribution to water quality in the basin.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td>40 Points Maximum</td>
</tr>
</tbody>
</table>
State of Minnesota
Minnesota Pollution Control Agency
Clean Water Partnership
Project Grant Agreement
Sample

Summary

Project Title: «Project_Name»

Grantee/Project Sponsor: «Project_Sponsor»

Contact: «Project_Contact_Name>, «Address»
«Phone_Number»
«Sponsor_Email»

Project ID Number: «Delta_ID_Number»

State Grant Share: $«CWP_Grant_Amount»

Grantee Share: $«CWP_Match_Amount»

Total Project Cost: $«Total_Project_Cost»

This Grant Agreement (hereinafter “Agreement” or “Grant”), and amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota and is between the State of Minnesota acting through its Commissioner of the Minnesota Pollution Control Agency (“State” or “MPCA”), 520 Lafayette Road North, St. Paul, MN 55155-4194 and «Project_Sponsor», «Address» (hereinafter “Grantee” or “Project Sponsor”).

Term of Agreement

Effective date: ( ), or the date the State obtains all required signatures under Minn. State. § 16C.05, subd. 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.

Expiration date: ( ), or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The following Clauses survive the expiration, cancellation or termination of this Agreement: Liability; Records Maintenance; Government Data Practice; Intellectual Property; and Governing Law, Jurisdiction, and Venue.
Recitals

1. Pursuant to Minn. Stat. §§ 103F.701 to 103F.761, the State is empowered to make grant agreements to provide financial assistance to local governmental units for projects for the protection and improvement of surface and groundwater from nonpoint sources of water pollution. Administration of the program is governed by Minn. R. 7076.0100 to 7076.0290.

2. The Grantee is a local governmental unit eligible to enter into a Clean Water Partnership (CWP) Grant Agreement with the State according to the conditions of Minn. Stat. §§ 103F.701 to 103F.761 and Minn. R. 7076.0100 to 7076.0290.

3. The Grantee represents that it is duly qualified and willing to perform the services set forth herein, fulfilling the obligations of Grantee in accordance with Minn. R. 7076.0110, subp. 20, and as further defined herein.

Grant Agreement

1. DEVELOPMENT AND INCORPORATION OF PROJECT WORK PLAN
   a) To continue this Project pursuant to Minn. R. 7076.0200, the Grantee must submit for review and approval by the State a Project Work Plan (hereinafter “Work Plan” or “Project Work Plan”), which shall be:
      
      b) Applicable to the Project identified in the Sponsor’s grant proposal; and in a format approved by the State. At least 60 percent of the local contribution (30 percent of total eligible project costs) to the Work Plan activities provided for by this Agreement must come from non-state and non-federal sources. To be considered non-state or nonfederal, a cash or in-kind contribution must be financed by funds that are either:

         1) Derived exclusively from local sources (e.g., local property taxes, fees, private contributions).

         2) Derived from revenue which, while not necessarily local in its sources, has become subject to the exclusive control of the Grantee or a Contributing Sponsor (other than a state or federal agency or instrumentality) and is not subject to the specific terms, conditions, or purposes of state or federal projects or programs, or activities conducted by state or federal agencies or instrumentalities.

         3) Derived from loan assistance made available through the CWP.

         4) In order to be eligible for Project Grant funds, costs must be reasonable, necessary and allocable to the Project, and must include costs incurred only during the life of this Agreement.

   c) The Project Work Plan must be submitted to the MPCA within sixty (60) days following the Agreement effective date or the MPCA may exercise the right to cancel or rescind this Agreement.

   d) Upon written approval by the State, the Project Work Plan and any subsequent amendments or revisions which are approved by the State in writing shall be incorporated into this Agreement by reference.

   e) The Grantee shall implement measures and activities identified in the approved Project Work Plan for the Project Waters of Concern and the Project Area.

2. CONSIDERATION AND TERMS OF PAYMENT
   a) The total obligation of the State for all compensation and reimbursements to the Grantee shall be consistent with the Work Plan Budget and shall be no more than fifty percent (50%) of the total eligible Project costs, and shall not exceed $«CWP_Grant_Amount».
b) Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Agreement is allowed. Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioners Plan” promulgated by the Commissioner of Minnesota Management and Budget office, which can be accessed on the internet at: http://www.mmd.admin.state.mn.us/commissionersplan.htm. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless the Grantee has received the MPCA’s prior written approval for out-of-state travel. Minnesota will be considered the home State for determining whether travel is out of state.

c) Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the State’s satisfaction, as determined at the sole discretion of its authorized agent, and in accordance 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.

1) Initial Payment. Upon execution of this Agreement, the State will pay the Grantee twenty-five percent (25%) of the State Grant Share provided for in this Agreement in the amount of $«M_25».

2) Reimbursement. Upon expenditure of the initial payment, the MPCA will promptly pay the Grantee, after the Grantee presents an itemized invoice for work actually performed and the State’s Project Manager accepts the invoiced work. Invoices must be submitted at least quarterly with the updated workplan budget showing current expenditures and budget balances, and be received within 30 days from the end of each quarter. Invoices should reference the SWIFT Agreement number and purchase order number and must be submitted electronically to: mpca.ap@state.mn.us

3) Final Payment. The MPCA will withhold a minimum of 10 percent (10%) of the grant award, until the MPCA is satisfied that the project has been completed according to the terms of this Agreement, including expenditure or performance of all required match. The Grantee must submit an invoice for the Final Payment upon submittal of the Final Report (including Financial Report). If the Final Report is not received by the MPCA within 30 (thirty) days of the original or amended end date of this Agreement, the MPCA will withhold invoice(s) for payment until the Final Report is received.

d) Should the Project sponsor accrue any interest on grant funds deposited in any Project accounts during the life of this Agreement, such interest must be used as local cash match for Project activities outlined in the Project workplan and such interest must be indicated on the Project expenditure reports.

3. LIMITATIONS ON COST-SHARING

a) In the event that the total expenditure necessary to accomplish the Project objectives described in this Agreement is less than the total Project cost provided for in this Agreement, actual costs incurred by the Grantee in accomplishing the Project objectives will be used to determine the amount of State financial participation.

b) Cost overruns are the amount by which the actual cost expended to complete a particular objective, task, or subcontract exceeds approved Project budget costs or subcontract costs according to the conditions of this Agreement, as amended and are the sole responsibility of the Grantee.

4. TIME

In the performance of this Agreement, time is of the essence. The Grantee must comply with all the time requirements described in this Agreement.
5. CANCELLATION
The State may cancel this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to the Grantee. Upon termination, the Grantee shall be entitled to payment, determined on a pro rata basis, for work satisfactorily performed. The State may cancel this Agreement immediately if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the Project within one year of the Execution Date of this Agreement, as evidenced by the incurrence of documented expenses for eligible workplan costs, the State reserves the right to cancel this Agreement. If the Grantee is not expending the funds in a timely manner, as evidenced by the incurrence of documented expenses for eligible workplan costs, the State reserves the right to cancel this Agreement and reallocate the funds.

6. AUTHORIZED REPRESENTATIVES
a) The MPCA’s Authorized Representative is Teresa McDill, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2819, or her successor and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this Agreement.

b) The MPCA’s Project Manager is «Project_Manager_Name», «PM_Address», «PM_Phone_Number», «PM_Email», or his/her successor, and has the responsibility to monitor the Grantee’s performance by evaluating and approving the satisfactory completion of objectives and tasks identified in this Agreement, ensuring compliance with all requirements of this Agreement and ensuring that invoiced totals are properly allocated to objectives and tasks in the workplan and do not exceed the budgeted objective/task amounts.

The MPCA’s Project Manager has the authority to approve the services provided under this Agreement and authorize payment for those services. If the services are satisfactory, the SMPCA’s Project Manager will certify acceptance of each invoice submitted for payment.

c) The Grantee’s Authorized Representative is «Project_Contact_Name», «Address», «Phone_Number», «Sponsor_Email», or his/her successor. If the Grantee’s Authorized Representative changes at any time during this Agreement, the Grantee must immediately notify the State.

7. ASSIGNMENT
Grantee may neither assign nor transfer any rights or obligations under this 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 Agreement, or their successors in office, or as provided by law.

8. AMENDMENTS AND CHANGE ORDERS
a) Amendments: Any amendment to this Agreement must be in writing and shall not be effective until it has been executed and approved by the same parties who executed the original Agreement or their successors in office. The Project Sponsor may apply to the State to amend this Agreement for the following purposes:
   1) Increases or decreases in the State grant share
   2) Increases or decreases in the scope of the project
   3) Changes in the budget period of the project
   4) Extension of the term of this Agreement

Amendments to this Agreement that are mutually acceptable to the Project Sponsor and the State are effective upon the date that the last signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, subd. 2, and shall remain in effect until the conclusion of the original budget period, or if amended, the conclusion of the amended budget period.
b) Change Orders. If the State’s Authorized Representative, or Project Manager, or the Grantee’s Authorized Representative identifies a minor change needed in the Work Plan and budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Minor changes are defined as reallocating less than ten percent (10%) or $50,000, whichever is less, of the overall Grant, cumulatively, whether between or within tasks. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Grant, or cause an extension of the term of this Grant. Major changes or reallocations (over 10% or $50,000) require an Amendment rather than a Change Order.

The MPCA’s Authorized Representative, or Project Manager, and the Grantee’s Authorized Representative shall sign the Change Order Form in advance of doing the work, which will then become an integral and enforceable part of the Grant.

9. REPORTS
a) Semi-Annual Progress Report. The Grantee must submit for review and approval by the State a Semi-annual Progress Report for each six-month period beginning on January 1 and July 1 or for any part thereof during which this Agreement is in effect. The Semi-annual Progress Report must be submitted to the State by February 1 and August 1 and include at least the following information for the six month time period:

1) A brief discussion of the relationship of the reporting year’s activities to the overall goals and objectives of the Project, and any proposed changes or modifications in the overall goals and objectives.

2) A discussion of Project findings appropriate to the work conducted during the reporting year, including Work progress relative to the Project Work Plan milestone schedule, and difficulties encountered during the reporting year.

3) A summary of the reporting year’s best management practices (BMPs) identifying the type, number and location of BMPs, funding levels or sources and the outcome of nonpoint source pollution control activities. This data shall be reported in a format prescribed by the State.

4) Monitoring Data Reporting (EQuIS). The water quality monitoring data collected during the Project shall, through a cooperative arrangement with the State, be verified and entered into the Minnesota Water Monitoring System (EQuIS). The data shall be submitted annually by November 1. Monitoring data shall be reported in an EQuIS compatible format acceptable to the State.

5) Itemized Budget Expenditure Report. The Grantee must provide an update of Project spending according to the approved, Itemized Budget indicating by each budget line item the following:
   i) Cumulative expenditures and in-kind contributions through previous reporting periods.
   ii) Expenditures and in-kind contributions for the current reporting period.
   iii) Total expenditures.

   This report must be provided in a format acceptable to the State.

   The State may withhold payment until the Grantee submits and the State approves a Semi-Annual Report according to the conditions of this Agreement.

b) Project Review and Budget Adjustment. Upon expenditure of fifty percent of total Project costs by the Grantee, the Grantee must, upon request of the State, make available to the State for review and approval:
1) A detailed summary of Project expenditures and in-kind contributions, and completed workplan activities, according to the approved Itemized Budget and including:
   i) Invoices or payment vouchers indicating that the goods or services were received and paid for.
   ii) Listing of applicable labor hours, hourly rates, and indirect rates and costs.
   iii) Listing of material, supply, and equipment prices and costs.
   iv) Sufficient additional information to verify the nature and eligibility of the work plan activity.
   v) A specific description of the work product associated with each expenditure.
   vi) A revised, Itemized Budget which, indicates all previous Project expenditures and in-kind contributions and the total eligible Project costs necessary to complete the Project in accordance with the terms of this Agreement and Minn. R. 7076.0100 through 7076.0290.

2) The State will:
   i) Review expenditures to verify cost eligibility and acceptable completion of Project Work Plan activities.
   ii) Review the revised Itemized Budget which indicates the total eligible Project costs necessary to complete the Project in accordance with the terms of this Agreement and Minn. R. 7076.0100 through 7076.0290.
   iii) Review eligibility and methods of determining match.
   iv) Adjust the revised Itemized Budget to account for adjustments resulting from this Project review and notify the Grantee of the adjusted Itemized Budget.

   If the corresponding State Grant Share of the adjusted Itemized Budget is less than the State Grant Share provided for in this Agreement, the State Grant Share available to the Grantee will be subject to Limitations on Cost Sharing of this Agreement. If the corresponding State Grant Share of the adjusted Itemized Budget is greater than the State Grant Share provided for in this Agreement, the Grantee may request an amendment to this Agreement in accordance with the conditions of this Agreement.

   When the total State Grant Share authorized to complete the Project in accordance with the terms of this Agreement is increased by means of an amendment of this Agreement, upon execution of said amendment the State will make payment to the Grantee of the additional State Grant Share the Grantee is entitled to receive in accordance with this Agreement, as amended.

c) Final Report. Upon completing the requirements of the approved Project Work Plan, the Grantee shall develop and provide to the State a Final Report. The Final Report shall address at least the information required for the Semi-Annual Progress Report and shall summarize and evaluate such information for the entire duration of the Project. Upon Project completion, the Grantee shall also submit a Final Financial Report showing the source and disposition of all grant and match funds, and in-kind contributions.

   All final report documents must be received at the MPCA within thirty (30) days following the end of this grant Agreement. Failure to submit the Final Report within 30 days shall result in withholding of invoice(s) for payment until the Final Report is received.

10. BEST MANAGEMENT PRACTICES CONTINUING OPERATION AND MAINTENANCE PLAN
   When applicable, within one (1) year of the execution of this Agreement, the Grantee must prepare and submit to the State for review, a draft BMPs Continuing Operation and Maintenance Plan, that addresses at least the following:

   a) Designation of responsibilities for the continuing operation and maintenance, as defined herein, of BMPs, including but not limited to:
1) Proposing minimum useful lives to be assigned to each particular type of BMP, where the minimum useful life is the minimum time period over which operation and maintenance, as defined herein, shall be undertaken.

2) Designation of responsibilities for the continuing operation and maintenance of BMPs, including:
   i) Identifying each step or task necessary to ensure the continuing efficient operation of each BMP and then designating who shall be responsible for each.
   ii) Describing the administrative, legal, financial or other commitments and responsibilities necessary to ensure the continuing efficient operation of each BMP.

b) Where individual land managers, local governmental units, agencies, or organizations other than the Grantee shall be delegated complete or partial responsibility for the continuing operation and maintenance of BMPs as defined herein, the Grantee must describe the administrative, legal and fiscal arrangements, including remedial action, which shall be available to the Grantee, to ensure continuing operation and maintenance, as defined herein, of BMPs.

c) A procedure for monitoring and reporting the continuing operation of BMPs for at least the minimum useful life assigned to each BMP.

d) The State may withhold any payment until such time as the Grantee submits a draft BMPs Continuing Operation and Maintenance Plan, the State approves the Grantee’s BMPs Continuing Operation and Maintenance Plan, and the Grantee, or the appropriate delegated local governmental unit, implements and enacts the provisions (including administrative, legal and fiscal arrangements), of a “Best Management Practices Continuing Operation and Maintenance Plan” that has been approved by the State.

11. 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 Agreement by the Grantee or the Grantee’s agents or employees. This Clause may not be construed to bar any legal remedies Grantee may have for the State’s failure to fulfill its obligations under this Agreement.

12. USE OF SUBCONTRACTORS
If the Grantee decides to fulfill any of its obligations and duties under this Agreement through a subcontractor to be paid for by funds received under this Grant, the Grantee may not execute a contract with the subcontractor or otherwise enter into a binding Agreement until it has first received written approval from the State’s Authorized Representative, unless such subcontract is a specific part of an approved Project Work Plan included in this Agreement. The State’s Authorized Representative will respond to requests from the Grantee for authorization to subcontract within ten (10) working days of receiving the request. All subcontracts must reference this Agreement and require the subcontractor to comply with all of the terms and conditions of this Agreement. The Grantee must be responsible for the satisfactory and timely completion of all work required under any subcontract and the Grantee must be responsible for payment of such subcontracts. The Grantee must pay all Subcontractors, less any retainage, within ten (10) calendar days of receipt of payment to the Grantee by the State for undisputed services provided by the Subcontractor and must pay interest at the rate of one and one-half percent per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor.

13. RECORDS MAINTENANCE AND AUDITING
The Grantee, subcontractors, and contributing sponsors with whom the Grantee enters into Agreements to perform any or all of the work required under the terms of this Agreement, shall maintain complete and accurate books, records, documents, and accounting procedures. Such books, records, documents, and accounting procedures shall fully disclose the amount and disposition of all State Grant funds disbursed under this Agreement, as well as funds and in-kind contributions used for match. Such records shall also account for: disposition of project expenditures, property purchased, program income, and documentation...
of compliance with applicable federal, state, or local laws, ordinances, rules or regulations, and the
conditions of this Agreement. Under Minn. Stat § 16C.05, subd. 5, such records shall be available to
Authorized Representatives of the State, including the State contracting department, the State Auditor
and/or the Legislative Auditor, as appropriate, for examination and audit and shall be maintained for a
minimum of six (6) years after termination of this Agreement. If during the period when this Agreement, as
amended, is effective or within six (6) years thereafter, the Grantee has an independent audit conducted
that includes or addresses the activities of this Agreement, a copy of the audit shall be provided to the State.

14. NONDISCRIMINATION IN EMPLOYMENT
During the performance of this Agreement, neither the Grantee, nor those with whom the Grantee
subcontracts for all or part of the work to be performed under this Agreement shall, because of age, sexual
preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, status with
regard to public assistance or disability, discriminate against any person with respect to hire, tenure,
compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of
employment; refuse to hire persons seeking employment; or, discharge an employee.

15. NONDISCRIMINATION IN AVAILABILITY AND USE OF FACILITIES
Neither the Grantee, nor those with whom the Grantee subcontracts for all or a portion of the work to be
performed under this Agreement shall exclude any person from participating in, deny them the benefits of,
or discriminate against them on the basis of race, color, creed, religion, national origin, sex, marital status,
age, sexual preference, political affiliation, or status with regard to public assistance or disability.

16. ANTITRUST
Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or
services provided in connection with this Agreement resulting from antitrust violations that arise under the
antitrust laws of the United States and the antitrust laws of the State of Minnesota.

17. GOVERNMENT DATA PRACTICES ACT
The Grantee and the 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 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 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. The State shall give the Grantee instructions concerning the
release of the data to the requesting party before the data is released.

18. INTELLECTUAL PROPERTY RIGHTS
a) Obligations. 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 Agreement. 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 Agreement. 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
Agreement. The Documents shall be the exclusive property of the State and all such Documents must be
immediately returned to the State by the Grantee, at the Grantee’s expense, upon the written request
of the State, or upon completion, termination, or cancellation of this Agreement. To the extent possible,
those Works eligible for copyright protection under the United State’s 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.

b) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Agreement, the Grantee shall immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

c) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause XIII Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the 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 part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

d) License. The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee’s employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee’s use of the Works or Documents under the provisions of Clause XVI.B.2. Said license is subject to the State’s publicity and acknowledgement requirements set forth in this Agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee’s copy of the Documents. A copy of any articles, materials or documents produced by the Grantee’s employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

e) Acknowledgement. The Grantee shall acknowledge the State’s funding of any resulting publications, data, or other material, whether subject to copyright or not, with the following language: Funding for this publication (or document, paper, data, etc.) was provided by the Minnesota Pollution Control Agency through a Grant from the State’s Clean Water Partnership Grant Fund.

f) Publicity. Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved Project Workplan included in this Agreement, prior to written approval by the State’s Authorized Representative. For the purposes of this Clause, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee, individually or jointly with others, or any subcontractors, with respect to the Project, publications, or work funded by this Agreement.

The Grantee must not claim that the State endorses its products or services.
19. WORKERS COMPENSATION AND LABOR
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 shall 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. The Grantee shall comply with the provisions of Minn. Stat. § 181.59, Discrimination on account of race, creed, or color prohibited in contract, as applicable. The Grantee shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent, and shall be, where applicable, appropriately medically monitored during the Project.

20. PREVAILING WAGE
Pursuant to Minn. Stat. §§ 177.41 to 177.44 and corresponding Minn. R. 5200.1000 to 5200.1120, this Contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry in effect on May 1, 2014. These prevailing wages can be found on the MPCA website at http://www.pca.state.mn.us/index.php/water/water-types-and-programs/water-nonpoint-source-issues/clean-water-partnership/financial-assistance-for-nonpoint-source-water-pollution-projects-clean-water-partnership-and-section-319-programs.html. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the Contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

This section does not apply to a contract or agreement, under which:
(1) The estimated total cost of completing the project is less than $2,500 and only one trade or occupation is required to complete it.
(2) The estimated total costs of completing the project is less than $25,000 and more than one trade or occupation is required to complete it.

21. PROJECT SIGNS
The State shall provide the Grantee with guidance regarding official Project Signs. The Grantee shall construct one or more Project Signs consistent with the most recent applicable guidance provided by the State. The Grantee must erect such Signs as appropriate sites adjacent to the Waters of Concern or at appropriate locations along major roadways within the Project area.

22. ACQUISITION OF PERMITS
The Grantee is responsible for acquisition of all permits necessary to undertake Project activities and shall acquire such permits from appropriate federal, state, and local agencies and jurisdictions. This provision applies to permits issued by the MPCA.

23. EQUIPMENT
Equipment purchased with grant funds must be used for Project purposes for the duration of the Project or the equipment’s useful life, whichever comes first. If the Grantee no longer needs a piece of equipment for Project purposes, the Grantee shall so notify the MPCA in writing. The MPCA will determine the disposition of such equipment. The MPCA may direct that the equipment be used on another project, be sold and the proceeds used for Project purposes, or that it be used for some other water quality purpose.

24. EQUIPMENT INSURANCE
The Grantee shall be responsible to procure and maintain adequate insurance coverage for any equipment used on the Project, whether purchased with Project or any other funds, lent or given by any agency, organization or person, or procured in any other manner.
25. PRECEDENCE OF MINN. R. 7076.0100 TO 7076.0290
   In the event that any provision of this Agreement is not consistent with the provisions of Minn. R. 7076.0100 to 7076.0290, the Rule supersedes the inconsistent provision.

26. WAIVER
   If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

27. GOVERNING LAW, JURISDICTION AND VENUE
   Minnesota Law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

28. RIGHT OF SETOFF
   Under Minn. Stat. § 270C.65, and other applicable laws, the Grantee consents to disclosure of its social security number, federal 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, or pay other State liabilities.

29. LEGACY LOGO
   Minnesota Laws 2010, chapter 361, article 3, section 5, (b) states: "A recipient of the funds from the outdoor heritage fund, parks and trails fund, clean water fund or arts and cultural heritage fund shall display, where practicable, a sign with the logo developed under this section on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from one or more of the funds."

   Minn. Stat. §114D.50, subd.4, (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient’s Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase ‘Click here for more information.’ When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10."


   Download the Legacy Logo: http://www.legacy.leg.mn/legacy-logo/legacy-logo-download

30. DEFINITIONS
   The terms used in this Agreement have the meanings defined in Minn. Stat. §§ 103F.701 to 103F.761 and Minn. R. 7076.0110.
In witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**STATE ENCUMBRANCE VERIFICATION**

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

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<th>MINNESOTA POLLUTION CONTROL AGENCY</th>
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<td>(with delegated authority)</td>
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<tr>
<td>Title: Assistant Division Director, Watershed Division</td>
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| By ______________________________ |
| Date ____________________________ |

SWIFT Contract No. ______________________________

P.O. # ______________________________

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**PROJECT SPONSOR**

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of the Grantee, as required by applicable articles, by-laws, resolutions or ordinances

| By ______________________________ |
| Title: __________________________ |
| Date ____________________________ |