



NEWS RELEASE

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Central Office: 520 Lafayette Road North, St. Paul, MN 55155

For release: August 23, 2016

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BWSR issues \$2 million in flood relief grants

St. Paul, Minn. – Continuing efforts to help counties recover from damages left in the wake of the heavy rains of 2014, the Minnesota Board of Water and Soil Resources (BWSR) announced an additional \$2 million in grants in the third phase of flood relief funding. Fifteen counties will use the funds to implement conservation practices to address erosion and water quality problems associated with imminent threats to private or public improvements or to repair, rehabilitate, or replace existing conservation practices on private lands.

“Our local government partners have done great work to determine the best practices to address water quality, health, and safety issues,” explained John Jaschke, BWSR Executive Director. “If there are wells at risk of contamination or roads in danger of washing out, these funds will enable counties to take action.”

The 15 local governments are the soil and water conservation districts in the following counties: Blue Earth, Chippewa, Freeborn, Jackson, Martin, Murray, Nicollet, Pipestone, Ramsey, Redwood, Rock, Scott, Sibley, Steele, and Wright.

Previous 2014 flood relief funding included \$3 million in May 2016 targeted at implementation of conservation practices where human safety and health is a concern and to address erosion and water quality problems associated with imminent threats to private or public improvements. \$7.8 million was awarded in the two previous phases, bringing the total for all three phases to almost \$12.9 million.

For more information on BWSR’s Disaster Relief Assistance Program and a list of counties that received BWSR flood recovery grants in this phase, please visit: www.bwsr.state.mn.us.

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2014 Flood Recovery

DR-4182 Recommended Allocations Summary Phase 3B

August 2016

Applicant	Phase 3B Allocation
Blue Earth Soil and Water Conservation District (SWCD)	\$62,500
Chippewa SWCD	\$18,700
Freeborn SWCD	\$55,010
Jackson SWCD	\$15,126
Martin SWCD	\$12,500
Murray SWCD	\$79,250
Nicollet SWCD	\$25,000
Pipestone SWCD	\$54,051
Redwood SWCD	\$218,450
Rock SWCD	\$347,675
Scott SWCD	\$74,500
Sibley SWCD	\$42,500
Ramsey SWCD	\$925,811
Steele SWCD	\$17,875
Wright SWCD	\$53,000
TOTAL	\$2,001,948



FY 2017 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 2014 FLOOD RECOVERY - DRAP PHASE 3B
 GRANT AGREEMENT

Vendor:	0000196508
PO#:	3000007245

VN#
Date

This grant agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Ramsey Conservation District, 1425 Paul Kirkwold Drive Arden Hills Minnesota 55112 .

<i>This grant is for the following:</i>		
P17-1514	2014 - Minnesota Flood Relief Grant Phase 3B (Ramsey Conservation District)	\$925,811

Total Grant Awarded: \$925,811

Recitals

1. The Laws of Minnesota 2015, Chapter 2, Section 4; and, the Laws of Minnesota 2015, 1st Special Session, Chapter 5, Article 2, Section 3, appropriated cost share funding, and invoked M.S. 12A.05, which authorizes the Disaster Recovery Assistance Program.
2. In accordance with Board Resolution #13-66, the Disaster Recovery Assistance Program was activated by the Executive Director on February 9, 2015.
3. These grants are to fund conservation practice repair projects as a result of the storm event known as DR-4182.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. As a condition of the grant, the Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Wayne Zellmer, BWSR Grants Coordinator, 520 Lafayette Road North, St. Paul, MN 55155, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this grant agreement.

The Grantee's Authorized Representative is **Ann WhiteEagle, District Manager**
Ramsey Conservation District, 1425 Paul Kirkwold Drive
Arden Hills, MN 55112
651-266-7270

If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd.5.
- 1.2 **Expiration date:** December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue.

2 Grantee's Duties

The Grantee will:

- 2.1 Provide technical assistance and administrative services as necessary to provide flood relief funds according to the BWSR Disaster Recovery Program Policy, which is incorporated into this agreement by reference.
- 2.2 Use these funds to repair existing conservation practices according to the respective approved requests, which are the basis for this grant, and incorporated into this agreement by reference and located in the Board's Office in St. Paul. The Grantee may shift funding to the next highest priority project as a result of project slippage or cancellation with Board Conservationist approval, in accordance with the BWSR Grant Administration Manual - *Grant Agreement Amendments and Work Plan Revisions*.
- 2.3 Actively promote proper soil and water management with land users.
- 2.4 Provide in the Grantee's Annual Report, due February 1, a summary of the total work accomplished in a format specified by the BWSR.
- 2.5 Maintain a LGU website, which will provide information about staff, supervisors, planning, meeting notices, and minutes.
- 2.6 Display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the BWSR, by March 15 of each year.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Terms of Payment

- 4.1 Payment will be made in one installment by the Board promptly after execution of the agreement.
- 4.2 Any grant funds remaining unspent after the end of the expiration date stated above or after all obligations have been met will be returned to the Board within 30 days of that date, whichever comes first.
- 4.3 The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.4 Contracting and Bidding Requirements Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property
 - 4.4.1 If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
 - 4.4.2 If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - 4.4.3 If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
 - 4.4.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - 4.4.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44; consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the States satisfaction, as set forth in this agreement. Compliance will be determined at the sole discretion of the State's Authorized Representative and in

accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Assignment, Amendments, and Waiver

- 6.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 6.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 6.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7 Liability

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

8 State Audits

Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements whichever is later.

- 8.1 The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this GRANT, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
- 8.2 The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of 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.

10 Workers' Compensation

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 will not be considered State employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

14 Prevailing Wage

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these state funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

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

Approved:

Ramsey Conservation District

Board Of Water and Soil Resources

By : _____
(print)

By : _____

: _____
(signature)

Title : _____

Title : _____

Date : _____

Date : _____