



FY 2015 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 MPCA 2014 COUNTY FEEDLOT PERFORMANCE GRANT AGREEMENT

Vendor:	0000197318	VN#:	
PO#:	3000005758	Date Paid:	

Amount	Account Code	Fund Code	FinDept ID	Approp ID	FY	Appropriation Description
\$2,074	441302	2001	R9P32FDL	R9PFDL3	2015	MPCA Feedlot Performance

*For BWSR Use Only*

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Swift County, 1000 15th St So Benson Minnesota 56215.**

<i>This grant is for the following Grant Programs :</i>		
P15-1256	2015 - MPCA Feedlot Performance #2 (Swift County)	\$2,074
<b>Total Grant Awarded: \$2,074</b>		

**Recitals**

1. The Laws of Minnesota 2013, Chapter 114, Article 3, Sec. 3, Subd. 2, appropriated funds for the County Feedlot Permit Program.
2. Funds appropriated to the MPCA were transferred to the BWSR by Interagency Agreement No. 66071.
3. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, subd. 5, authorize the Board to award grants.
4. Minnesota Statutes 116.0711, subd. 2 establishes the disbursement of these funds.
5. A Grantee must meet the criteria established by statute, the Board, and MPCA to be eligible to receive these grant funds.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is David Weirens, BWSR Assistant Director, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-3432, 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 **Scott Collins, Director – Swift County Environmental Services**  
**P.O. Box 288**  
**Benson, MN 56215**  
**320-843-2356**

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 Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant contract: 5. Liability; 6. State Audits; 7. Government Data Practices; 9. Governing Law, Jurisdiction, and Venue;

**2 Terms of Payment**

- 2.1. Payment of the grant amount stated above will be made in one installment by the Board promptly after the effective date of this grant agreement.

- 2.2 The Board must consult with the approving authority before granting an amendment to the grant agreement, or a component thereof.
- 2.3 The obligation of the State under this grant agreement will not exceed the amount stated above.

### **3 Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as 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.

### **4 Assignment, Amendments, and Waiver**

- 4.1 **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.
- 4.2 **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.
- 4.3 **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.

### **5 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.

### **6 State Audits**

- 6.1 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.
- 6.2 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 and match funds.
- 6.3 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.

### **7 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.

### **8 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.

### **9 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.

**10 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.

**11 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.

**12 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:**

**Swift County**

BY: Scott Collins  
 BY: Scott Coll  
(print)  
(signature)  
 TITLE: Gen. Mgr.  
 DATED: 5-22-15

**Board Of Water and Soil Resources**

BY: \_\_\_\_\_  
 TITLE: Assistant Director  
 DATED: \_\_\_\_\_