



Request for City Council Committee Action From the Department of Public Works

Date: June 17, 2014

To: Honorable Kevin Reich, Chair Transportation & Public Works Committee

Referral: Honorable John Quincy, Chair Ways & Means Committee

Subject: **Accept Source Water Protection Plan Implementation Grant from the Minnesota Department of Health**

Recommendation:

1. Accept the Minnesota Department of Health Source Water Protection Plan Implementation Grant.
2. Authorize the appropriate City staff to execute grant, subrecipient and/or disbursement and related agreements for this grant.
3. Authorize appropriation of the grant funds in the amount of \$10,000 to the Grant Fund 01600, Department 6900200, Project number G6690002

Previous Directives:

August 17, 2010: Transportation & Public Works Committee approves staff recommendation to accept a similar Minnesota Department of Health Source Water Protection Plan Implementation Grant.

Prepared by: George Kraynick, Water Quality Manager 661-4923

Approved by:

Steven A. Kotke, P.E., City Engineer, Director of Public Works

Presenters: George Kraynick, Water Quality Manager, Department of Public Works, Water Treatment & Distribution

Reviews (None required)

Action requires an appropriation increase to the Capital Budget or Operating Budget

Dept Name: 6900200 (Public Works, Water Administration)

Fund Name: 01600 (Grants - Other)

Project Name: G6690002 (Source Water Protection)

Amount: \$10,000

Action provides increased revenue for appropriation increase

Dept Name: 6900200 (Public Works, Water Administration)

Fund Name: 01600 (Grants - Other)

Project Name: G6690002 (Source Water Protection)

Amount: \$10,000

Background/Supporting Information

The Minneapolis Division of Water Treatment & Distribution Services' Source Water Protection Plan prioritizes partnerships with local unit of governments in the Mississippi River watershed area contributing flows to our intakes. The Coon Creek Watershed District is a key partner due to its upstream proximity.

The Clean Water, Wildlife, Cultural Heritage, and Natural Resources Amendment to the Minnesota constitution (commonly referred to as the "Legacy" amendment) provides funding to the Minnesota Department of Health (MDH) to establish a source water protection implementation grant program administered through the Drinking Water Protection Section. Through this program, MDH makes grants available to assist public water suppliers to implement their source water protection plans.

Minneapolis applied for and was awarded the \$10,000 grant to work with the Coon Creek Watershed District for the construction of curb cut rain gardens in Minneapolis' high-priority source water protection area. As the grantee, the City of Minneapolis will submit narrative reports and invoices after construction activities are completed and grant requirements are met. Upon receipt of grant monies from MDH, the Coon Creek Watershed District will be reimbursed.

Attachments: MDH Grant Agreement 77910.



Encumbrance Worksheet

(Attach to all contracts, grants, and amendments)

Vendor Name: City of Minneapolis <i>(Mpls, City of)</i>	Vendor Number: <i>0000194872</i>
Address: 4300 Marshall Street NE	Federal Employer I.D. or Social Security #: 41-6005375
City, State, Zip: Fridley, MN 55421	Minnesota Tax I.D. No. (if applicable):

Starting Fiscal Year:	2014	Total Amount of Agreement:	\$ 10,000
Start Date:	6/15/2014	End Date:	6/30/2015

Accounting Information

Fiscal Year 1					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
2302	H123 2139	H12555P			\$ 10,000
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Fiscal Year 2					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
	H123				\$
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Fiscal Year 3					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
	H123				\$
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Financial Management Only

Authorized Signature for Encumbrance	<i>Karen E. Yessmer</i>	Date	<i>5/8/14</i>
Contract Number	<i>77910</i>	Origin Code	<i>649</i>
Purchase Order Number	<i>300022348</i>	Source Type	<i>—</i>
Category Code	<i>84101501</i>	Account ID	<i>441352</i>

NOTE: This page of the Agreement Contract contains confidential information and should not be reproduced or distributed externally without written permission from the Vendor. Internal circulation of this page should only be to individuals/offices signing this Agreement Contract and those that require access to the tax identification number.

Minnesota Department of Health Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and City of Minneapolis ("Grantee"). Grantee's address is 4300 Marshall Street NE, Fridley, MN 55421.

Recitals

1. Under Minnesota Statutes §114D.50 Clean Water Fund, the State is empowered to enter into this Grant Agreement.
2. The State is in need of assisting public water suppliers to protect the source of drinking water.
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98, subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. *Term of Agreement*

1.1 Effective date June 15, 2014, or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subd. 2, whichever is later.

The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration date June 30, 2015, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 Survival of Terms The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 14.1 Publicity; 14.2 Endorsement; and 15. Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties* The Grantee, who is not a State employee, shall:

- Complete to the satisfaction of the State all of the following duties:
 - Construction of up to 7 curb cut rain gardens. Rain gardens should not be constructed within the emergency response area (ERA) of vulnerable wellhead protection area.
- Grantee agrees that no system of water supply for public use shall be installed, altered or extended until complete plans and specifications for the installation, alteration or extension have been submitted and approved by the State, and no construction shall take place except in accordance with the approved plans; no grant funds can be used prior to approval of the plans.
- The Grantee shall use the Clean Water Land and Legacy Amendment logo on all materials that are purchased or produced under this Grant Agreement (equipment, reports, publications, displays, videos).

An electronic copy of the logo will be made available to the Grantee. Failure to display the logo may render the Grantee ineligible for reimbursement.

- Upon completion of the project Grantee shall submit a Grant Narrative Report (Exhibit A) and a Grant Invoice (Exhibit B). The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.
- If required by the nature of the project, data collected during the project shall be reported in a format acceptable to the State.
- On or before the end date of this Agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this Grant Agreement, including, reports, databases, publications, software and videos.
- The Grantee shall submit an itemized invoice for the total cost of the project.
- The Grantee shall pay in full any licensed contractor hired for the purpose of completing any work under this Grant Agreement within 10 days of receiving payment from the State.
- In the event the Grantee is unable to begin grant activities or to satisfactorily perform the duties specified in this grant agreement, including but not limited to paying the contractor in full for all work performed by the contractor, the Grantee shall remit to the State within five days of demand all amounts paid to the Grantee pursuant to this Grant Agreement minus any actual expenses incurred and specifically authorized, in advance, by the State and which are documented by adequate invoices acceptable to the State.
- Grantee shall provide an equal cost share (of eligible funds in cash) for each work item. In-kind contributions are not accepted.

3. Time The Grantee must comply with all duties within the time requirements described in this Grant Agreement. The State is not obligated to extend this Agreement. In the performance of this Grant Agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Agreement and require the Grantee to remit to the State all amounts previously paid to the Grantee.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this Grant Agreement as follows:

(a) Compensation The Grantee will be paid according to the following breakdown of costs:

Activity	Grant Amount	Cost Share
Construction of up to 7 curb cut rain gardens	\$10,000	\$10,000
Total	\$10,000	\$10,000
TOTAL		\$20,000

(b) Travel Expenses The Grantee shall not be reimbursed for any travel or subsistence expenses whatsoever

(c) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this Grant Agreement will not exceed \$10,000 (ten thousand dollars).

The following costs are not eligible and will be deducted from the final invoice, before reimbursement:
- indirect or administrative costs related to the grant

(d) Grantee will submit an invoice for the total cost of the project.

(e) By submitting an invoice for the total cost of the project Grantee certifies that the cost share requirement of \$10,000 (ten thousand dollars) has been met.

(f) If the total cost of the project ends up being less than \$20,000 (twenty thousand dollars) the Grantee agrees to contribute a minimum cost share of 50% of the total cost of the project

4.2 Terms of Payment

(a) **Invoices** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion, upon completion of the services. The State does not pay merely for the passage of time.

(b) All the grant documentation (Grant Narrative Report, Grant Invoice, itemized invoice(s), electronic copies) must be submitted in one packet by either email or mail. The Grantee shall use the following mailing address:

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

(c) If the final invoice is not received by the State before the end date of this Grant Agreement, the Grantee may forfeit the final payment.

(d) If necessitated by the nature of the project, the Grantee is allowed to reallocate up to 10% of the amount originally awarded for a given expense category to another approved category without obtaining permission from the State. Should the Grantee find it necessary to re-budget the Grant beyond the 10% reallocation allowance, a written or e-mail request must be submitted to the State for approval.

5. Conditions of Payment All services provided by Grantee pursuant to this Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, State, and local laws, ordinances, rules and regulations. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, State or local law, ordinance, rule or regulation.

6. Authorized Representatives

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is Cristina Covalschi, SWP Grants Coordinator, phone: 651-201-4696, address: 625 Robert Street N, PO Box 64975, Saint Paul, MN 55164-0975, email address: Cristina.Covalschi@State.mn.us, or *her* successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is George Kraynick, Water Quality Manager, address: 4300 Marshall Street NE, Fridley, MN 55421, phone: 612

661 4923.. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Merger

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the same parties who executed and approved this Agreement, or their successors in office.

7.2 Amendments If there are any amendments to this Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to enforce it.

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

8. Liability Each party will be responsible for its own acts and behaviors and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws governs the State's liability. The Grantee's liability is governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes chapter 466 and other applicable laws.

9. State Audits Pursuant to Minnesota Statutes § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six

(6) years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13, the Grantee and the State must comply with the Minnesota Government Data Practices Act 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 Grant Agreement. The civil remedies of Minnesota Statutes § 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 will give the Grantee instructions concerning the release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes § 270C.65, subd. 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been 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.

11. Ownership of Materials and Intellectual Property Rights

11.1 Ownership of Materials The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or sub-Grantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or sub-Grantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any sub-Grantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

11.2 Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

12. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes §176.181, subd. 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.

13. Publicity and Endorsement

13.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any sub-Grantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

13.2 Endorsement The Grantee must not claim that the State endorses its products or services.

14. Termination

14.1 Termination by the State The State or Grantee may cancel this Grant Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

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

14.3 Termination for Insufficient Funding The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this Agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

15. Governing Law, Jurisdiction, and Venue This Grant Agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

APPROVED:

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

2. STATE AGENCY
Grant Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By: _____

By: _____
(with delegated authority)

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

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



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

Exhibit A

GRANT NARRATIVE REPORT TEMPLATE

System Name:	PWSID:
Address:	
Contact Person Name:	
Phone:	Email:
Describe the issue <i>Why did you apply for funding? Was there a problem? Where/When did it take place?</i>	
Describe in detail the work that was performed	
Describe the results of this project; How did this work benefit your system? How was drinking water and public health protected?	
Would this work have happened in the absence of the grant program? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Assistance received – <i>How did Minnesota Department of Health (MDH) or Minnesota Rural Water Association (MRWA) help? (i.e. MDH/MRWA consulted, recommended, analyzed, educated, advised, provided, etc.)</i>	
How can the grant program be improved?	

Pictures available? Yes No

Publication, software, videos available? Yes No

DISCLAIMER I declare that the data on this document is correct

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY

How much money was spent completing this work (total to include cost share)

Estimate the number of people served by the PWS



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

Exhibit B

Source Water Protection Competitive Grants Invoice

GRANTEE INFORMATION	PWSID:
System:	
Address:	
Program Contact Person:	
Phone:	Fax:
E-mail:	

INVOICE INFORMATION

Is this the final invoice? Yes No

WORK ITEMS AND EXPENDITURE DESCRIPTION use an additional page if necessary	Expenditure	Cost Share
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	
Deduct amount of cost share	\$	
Net Invoice Amount to be Paid	\$	

<p>DISCLAIMER AND SIGNATURE I declare that no part of this claim has been previously billed to MDH, and that the Total Expenditures reflect only charges related to the source water protection project. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.</p>	
Authorized Grantee Signature _____	Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY					
Grant Manager Signature _____	Date _____				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">PO:</td> <td style="width: 50%; padding: 5px;">Approved by:</td> </tr> <tr> <td style="padding: 5px;">Period of Service:</td> <td style="padding: 5px;">Date sent to F.S:</td> </tr> </table>	PO:	Approved by:	Period of Service:	Date sent to F.S:	
PO:	Approved by:				
Period of Service:	Date sent to F.S:				