JOINT POWERS AGREEMENT FOR
THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A PUMP
CONTROLLED IRON ENHANCED SAND FILTER BASIN AT GOLDEN LAKE
STORMWATER TREATMENT POND IN THE CITY OF CIRCLE PINES, MN
ANOKA CONSERVATION DISTRICT PROJECT NO. C17-3550
CITY OF CIRCLE PINES PROJECT NO. ___

THIS AGREEMENT is made and entered into this __28__ day of __March__, 2017 by and
between the Anoka Conservation District, a political subdivision of the State of Minnesota,
1318 McKay Drive NE Suite 300 Ham Lake, Minnesota 55304, hereinafter referred to as
"ACD" and the City of Circle Pines, a Minnesota municipal corporation, 200 Civic Heights
Circle, Circle Pines, MN 55014, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of Golden Lake, the
adjacent properties, and the community as a whole, to improve water quality in Golden Lake
by reducing dissolved phosphorus by 40-60 lbs/year for the next 25 years through the
construction of a pump-controlled iron-enhanced sand filter on city-owned property (Project);
and,

WHEREAS, ACD successfully secured $467,968 in Clean Water Funds from the Clean Water
Land and Legacy Amendment (Grant) to cover a portion of the direct costs to construct the
Project, and will be solely responsible for the administration of, and compliance with, terms of
that grant; and,

WHEREAS, ACD has entered into a Grant Agreement with the Board of Water and Soil
Resources with respect to the $467,968 Clean Water Fund grant, a copy of which is attached
hereto as Exhibit A; and,

WHEREAS, City agrees to provide an eligible cash match of at least 25% ($116,992) of the
Grant from local sources in an amount sufficient to complete the Project; and,

WHEREAS, City agrees to provide land (Property) shown on Exhibit B on which to construct
the Project; and,

WHEREAS, ACD and City agree that it is of mutual interest to clearly define their short and
long-terms administrative, technical and financial roles and responsibilities regarding the
design, construction, operation and maintenance of the Project; and

WHEREAS, Minn. Stat. §471.59 authorizes political subdivisions of the state to enter into joint
powers agreements for the joint exercise of powers common to each

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. Project Management Responsibilities
   a) ACD and City agree to work cooperatively to finalize project designs and
      specifications within funding constraints to become part of this agreement as Exhibit
      C.

   b) ACD will serve as lead on Grant Administration (grant compliance, fiscal
      administration and reporting), Project Development (general coordination, planning,
      correspondence, communications, and logistics), and Design Engineering (engage a
      qualified design engineer to develop a mutually agreeable design, design
      alternatives and bid packet).
c) City will secure permits and approvals from all regulatory authorities, coordinate construction of the Project on the Property, including but not limited to soliciting bids and hiring a qualified contractor, scheduling construction activities, inspecting and recording construction progress, paying contractor invoices, maintaining complete records of all staff and contractor expenses, verifying Project installation and materials meet design specifications, ensuring critical Project elevations and dimensions are verified during constructions, and providing for a post-construction as-built survey of the Project to ensure the Project was built to specifications.

d) City will ensure Contractor complies with Prevailing Wage Laws (Minn. Stat. 177.42-177.44).

e) ACD and City agree to provide timely documentation of time, materials and labor expenses to facilitate administration of related grants and funds.

f) A strict accounting shall be made of all funds and report official receipts and shall be made upon request by either party.

II. Financial Responsibilities

a) ACD and City commit funds for the Project as shown in Table 1, and assume responsibility therefor.

Table 1. Project Budget

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>PARTY CONTRIBUTION ($)</th>
<th>PARTY COMPENSATION ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CITY¹</td>
<td>ACD²</td>
</tr>
<tr>
<td>Administration</td>
<td>5500</td>
<td>0</td>
</tr>
<tr>
<td>Project Development</td>
<td>16500</td>
<td>0</td>
</tr>
<tr>
<td>Design/Engineering</td>
<td>55000</td>
<td>0</td>
</tr>
<tr>
<td>Construction</td>
<td>39992</td>
<td>467968³</td>
</tr>
<tr>
<td>TOTAL</td>
<td>116992</td>
<td>467968</td>
</tr>
</tbody>
</table>

b) City will provide funds sufficient to complete the Project and fulfill grant obligations as well as provide the property on which to construct the Project.

c) Project costs in excess of those anticipated (Table 1) shall be the sole responsibility of City.

d) City will reimburse ACD for Administration, Project Development, and Design/Engineering costs within 45 days of presentation of an itemized invoice. Reimbursement will not exceed total committed Project funding.

e) ACD will reimburse City for, eligible project construction costs within 45 days of presentation of an itemized invoice and ACD verification of application of the invoiced time and materials to the Project. Reimbursement will not exceed total committed Project funding.

f) Eligible construction costs are those directly related to construction of the Project. Invoicing should provide sufficient detail to verify cost eligibility.

¹ Not less than
² Clean Water Fund Grant
³ Not to exceed
III. Operation & Maintenance Responsibilities
   a) City is responsible for the on-going physical performance of the Project, and for any repairs, changes or alterations to the same and cost thereof.
   b) In the event that the Project integrity is compromised, City will immediately notify ACD.
   c) City agrees, at City's expense and at no cost to ACD, to regularly maintain the integrity and viability of the Project in accordance with the attached Operations and Maintenance Guidelines (Exhibit E).
   d) If City fails to maintain the Project, after two weeks written notice to City from ACD, ACD may complete tasks in the Operations and Maintenance Guidelines and charge City for full reimbursement of the costs.

IV. Disposition of Work Products
   a) All Works and Documents created during this Project shall be made available to ACD and City.
   b) Pursuant to the provisions of the FY 2017 State of Minnesota Board of Water and Soil Resources Competitive Grants Program Grant Agreement for Project C17-3550 Between the State of Minnesota and ACD, the State of Minnesota 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 during this project that are paid for with Clean Water Land and Legacy dollars. Works means all inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photos, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice by ACD, City or contractors in performance of this Project. Where applicable, Works created in performance of this Agreement shall be considered “works made for hire” as defined in the U.S. Copyright Act and all right, title and interest, including copyright, of the same prepared pursuant to this Agreement is owned by the State. It is further agreed that the State, ACD and City have unlimited rights to use, duplicate and make derivative works of the same, with no obligation for an accounting.
   c) Work products during this Project must display the Clean Water Land and Legacy Amendment logo when required by the State.
   d) Upon Verification of Construction Completion, the Project and all related personal property shall be distributed to the City.

V. Assurances and Liability
   a) ACD and the City upon final acceptance of the project design plans and specifications by ACD, will execute a Conservation Practice Assistance Contract, substantially similar in form to the attached Exhibit D and it shall become a part of this Agreement upon execution by both parties.
   b) City attests that they are the owner of record for the Property and that City has the authority to enter into this agreement and no other entities have a real interest in the Property.
   c) City shall require that all contractors who perform work on the project obtain and maintain the insurance specified in Exhibit F. In addition, contractors who perform work on the project shall provide payment in performance bonds in the full amount of the contract.
d) Pursuant to Minn. Stat. § 471.59, subd. 1a(a), as amended, this Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability; provided, however, that each party expressly declines responsibility for the acts or omissions of the other party. Nothing in this Agreement shall be construed to waive or limit any immunity from, or limitation on, the liability of either party as provided by law.

e) City assumes the full and sole responsibility for the operation, maintenance and repair of the Project over the twenty-five (25) year effective life. Should the project fail to fully function due to City’s failure to comply with this agreement, City is liable to ACD for the lesser of 100% of the cost to install a project of equivalent water quality benefit elsewhere as determined by the ACD, or 150% of the total amount of financial and technical assistance provided.

f) ACD shall record a Deed Restriction on the property for the life of the project to compel current and future owners to fulfill Operations, Maintenance and Repair responsibilities throughout the life of the project.

g) City is not liable to ACD for the technical and financial assistance provided for the Project if:

i. ACD and the MN Board of Water and Soil Resources determine that the Project’s failure was caused by reasons beyond the City’s control, or

ii. If conservation practices are applied at City’s expense that provide equivalent benefit to soil and/or water resources, as determined by ACD.

VI. Indemnification
Subject to and restricted by the tort liability limits in Minnesota Statutes Chapter 466, as amended, the City and ACD mutually agree to indemnify and hold each other and each other’s elected officials, officers and representatives, agents, employees, and contractors harmless from any and all claims, liabilities, losses, costs (including attorney’s fees), expenses, or damages whatsoever resulting from the acts or omissions of the respective elected officials, officers, representatives, agents, employees, and contractors relating to activities conducted by either party under this Agreement.

VII. Site Access and Signage
a) ACD or its agents or contractors may enter onto the Property to complete routine inspections of the Project or bring others to the Property to view the Project.

b) City agrees to allow ACD to place and maintain a “Clean Water Land and Legacy Amendment” sign at the Property.

VIII. Entire Agreement and Term
a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

b) This agreement includes exhibits A-F by reference, which are incorporated as they become available and are attached.
A. Grant Agreement between ACD and State of MN for project number C17-3550
B. Property Location Map
C. Project Design
D. Conservation Practice Assistance Contract
E. Operations and Maintenance Guidelines
F. Insurance Requirements

c) This agreement shall commence when executed by both parties.
d) This agreement will remain in effect for twenty-five (25) years following Verification of Construction Completion. If the Project is not constructed, this agreement will terminate upon expiration of the Grant.
e) Any modification or cancellation of this agreement shall be in writing and signed by both parties.

IX. Notice
For purposes of delivery of any notices herein, the notice shall be effective if delivered to the following addresses:

City:  
City of Circle Pines  
200 Civic Heights Circle  
Circle Pines, MN 55014

ACD:  
Anoka Conservation District  
1318 McKay Drive NE, Suite #300  
Ham Lake, MN 55304

CITY OF CIRCLE PINES, MINNESOTA

By:  
Dave Bartholomay  
Mayor

Dated: 3-28-2017

ATTEST:

By:  
Patrick Antonen  
City Administrator

Dated: 3-28-17

APPROVED AS TO FORM AND EXECUTION:

By:  
Shelley Ryan  
City Attorney

ANOKA CONSERVATION DISTRICT

By:  
Mary Jo Truchon  
Chair, Board of Supervisors

Dated: 3-28-17

ATTEST:

By:  
Chris A. Lord  
District Manager

Dated: 3-28-17

APPROVED AS TO FORM AND EXECUTION:

By:  
Dan Klint  
Assistant County Attorney
This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Anoka CD, 1318 McKay Dr NE, Ste 300 Ham Lake Minnesota 55304 (Grantee).

<table>
<thead>
<tr>
<th>Project #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C17-3029</td>
<td>Targeted Mississippi River Bank Stabilization with a Focus on Bioengineering</td>
<td>$236,000</td>
</tr>
<tr>
<td>C17-3550</td>
<td>Pump-controlled iron enhanced sand filter basin at the Golden Lake Stormwater Treatment Pond</td>
<td>$467,968</td>
</tr>
</tbody>
</table>

Total Grant Awarded: $703,968

Recitals
1. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, authorize the Board to award this grant.
2. The Laws of Minnesota 2015, 1st Special Session, Chapter 2, Article 2, Section 7(b – Projects and Practices) (c – Accelerated Implementation) (h – Community Partners) and (k – multi-purpose drainage), appropriated Clean Water Fund (CWF) funds to the Board for the FY 2017 Competitive Grants Program.
3. The Minnesota Department of Health transferred funds to the Board for the Well Sealing Grant Program.
5. The Board adopted Board Resolution 16-98 to allocate funds for the FY 2017 Competitive Grants Programs.
6. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
7. 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.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative
The State’s Authorized Representative is Marcy Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her 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: District Manager, Chris Lord
1318 McKay Drive NE, Suite 300
Ham Lake, MN 55304
763-434-2030

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement
1. Term of Grant Agreement
   1.1 Effective date: The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. The State’s Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must
not begin work under this grant agreement until it is executed.

1.2. **Expiration date:** December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.


2. **Grantee’s Duties**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 168.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee’s report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

2.2.2. The Grantee will display on its website the previous calendar year’s detailed information on the expenditure of these State grant funds and measurable outcomes as a result of the expenditure of these State grant funds according to the format specified by the BWSR, by March 15 of each year.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2020 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee’s approved work plan.

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. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant’s total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

4.6. **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.

4.6.1. 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).

4.6.2. 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).

4.6.3. 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).

4.6.4. 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.

4.6.5. 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 State’s satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. 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, policies, ordinances, rules, FY 2017 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR’s obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

The Minnesota Department of Administration’s Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08-13) requires the Board to consider a grant applicant’s past performance before awarding subsequent grants to them. The Board must consider a grant applicant’s performance on prior grants before making a new grant award of over $5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

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. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

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 Board 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.

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 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 Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or 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. Publicity and Endorsement
11.1. Publicity. Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, 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 program, publications, or services provided resulting from this Grant Agreement.
11.2. Endorsement. The Grantee must not claim that the State endorses its products or services.

12. 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 Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination
13.1. 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.
13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

14. 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.

15. 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.

16. Constitutional Compliance
It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.

17. Signage
It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

18. Intellectual Property Rights
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 grant. 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 grant. 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 grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States 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.

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

Approved:

Anoka CD

By: [Signature]

Title: ACD Chair

Date: 2-21-17

Board of Water and Soil Resources

By: [Signature]

Title: [Signature]

Date: [Signature]
EXHIBIT C
Upon approval of final project designs and specifications by both parties, said project designs and specifications will become part of this agreement as Exhibit C.
EXHIBIT E
Operations and Maintenance Guidance
EXHIBIT F
INSURANCE REQUIREMENTS

All references herein to the Partners shall be construed to be the Anoka Conservation District and the City of Circle Pines.

Bidders/contractors/consultants (hereinafter referred to as the "Contractor") will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the Contractor, its agents, representatives, employees or subcontractors.

1.1 Commercial General Liability and Umbrella Liability Insurance. Contractor will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than $3,000,000 each occurrence.

1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

1.1.2 Partners, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any, with respect to liability arising out of the Contractor’s work and services performed for the Partners. This coverage shall be primary to the Additional Insured.

1.1.3 The Partners' insurance will be excess of the Contractor's insurance and will not contribute to it. The Contractor's coverage will contain no special limitations on the scope of protection afforded to the Partners, its agents, officers, directors, and employees.

1.1.4 Coverage as required in Paragraph in 1.1 herein will include Per-Project General Aggregate Limit, using ISO form CG 25 03 (or a substitute form providing equivalent coverage).

1.1.5 Waiver of Subrogation. Contractor waives all rights against Partners and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1 herein.

1.2 Automobile Liability. Contractor will maintain Automobile Liability and, if necessary, commercial umbrella insurance, with a limit of not less than $3,000,000 each accident.

1.2.1 Automobile insurance will cover liability arising out of Any Auto (including owned,
hired, and non-owned autos). If the Contractor does not own any vehicles, Partners will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.

1.2.2 Coverage as required in Paragraph 1.2 herein will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.

1.2.3 **Waiver of Subrogation.** Contractor waives all rights against Partners and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 herein.

1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employer's Liability Insurance with limits not less than $1,000,000 Bodily Injury By Accident for each accident, not less than $1,000,000 Bodily Injury By Disease each employee, and not less than $1,000,000 Bodily Injury By Disease policy limit.

1.3.1 If Contractor is not required by statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:

1.3.1.1 Evidence as to why the Contractor is not required to obtain Workers' Compensation Insurance.

1.3.1.2 A statement in writing which agrees to provide notice to Partners of any change in Contractor's exception status under Minn. Stat. § 176.041; and

1.3.1.3 A statement which agrees to hold Partners harmless and indemnify the Partners from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from the performance of work for this Contract.

1.3.2 **Waiver of Subrogation.** Contractor waives all rights against Partners and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.3 herein. Contractor will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

1.4 **Builders' Risk Insurance.** Partners will maintain Builders' Risk Insurance for this project. Contractor will be responsible for the $15,000.00 deductible.

1.5 **Other Insurance Provisions**

1.5.1 Prior to the start of this Contract, Contractor will furnish Partners with completed copies of its certificate(s) of insurance and copies of the additional insured endorsement(s), waivers of subrogation, and any other required documents, dated within two (2) weeks of the award of this Contract, all executed by a duly
authorized representative of each insurer, showing compliance with the insurance requirements set forth herein.

1.5.2 Cancellation and Material Change Endorsement shall be included on all insurance policies required by the Partners. Thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days' written notice of non-payment of premium shall be sent to the Partners at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certificates of Insurance to which this endorsement is attached.

1.5.3 No Representation of Coverage Adequacy. By requiring insurance herein, Partners does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Partners in this Contract.

1.5.4 Failure of Partners to demand such certification or other evidence of full compliance with these insurance requirements or failure of Partners to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.5.5 Failure to maintain the required insurance may result in termination of this Contract at Partners' option.

1.5.6 Contractor will provide certified copies of all insurance policies required herein within ten (10) days if requested in writing by Partners.

1.5.7 Cross-Liability coverage. If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

1.5.8 For any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained for an extended discovery period of two (2) years beginning from the time that work under this Contract is completed.

1.5.9 Acceptability of Insurer(s). Partners reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.