



Minnesota Department of Health Grant Agreement Cover Sheet

You have received a Grant Agreement from the Minnesota Department of Health (MDH). Information about the Grant Agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

Attachment: Grant Agreement

Contact for MDH: Carrie Raber, Planning Director, 651-201-4695, carrie.raber@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Program & Funding Information
Name of MDH Grantee (as it appears in SWIFT): Brown's Creek Watershed District	SWIFT Contract Number: 291987	MDH Program Name: DWP-Source Water Protection
SWIFT Vendor Number: 0000227053 SWIFT Vendor Location Code: 001	Effective Date: July 1, 2026, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. Expiration Date: January 31, 2028	Total State Grant Funds: \$50,000.00 Total Federal Grant Funds: \$0 Total Grant Funds (<i>all funds</i>): \$50,000.00

Minnesota Department of Health

Grant Agreement

This Grant Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH") and Brown's Creek Watershed District ("Grantee"). Grantee's address is 455 Hayward Ave. N, Oakdale, MN 55128.

Recitals

1. MDH is empowered to enter into this Grant Agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#).
2. MDH is in need of to build capacity to accelerate implementation of groundwater projects across the state.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this Grant Agreement.

Grant Agreement

1. Term of Agreement

1.1. **Effective Date**

July 1, 2026, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this Grant Agreement is fully executed. Grantee must not begin work until this Grant Agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the Grant Agreement being fully executed.

1.2. **Expiration Date**

January 31, 2028, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. **Survival of Terms**

The following clauses survive the expiration or cancellation of this Grant Agreement: Liability; Financial Examinations; Government Data Practices; Tax Compliance Verification;

Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. Activities

2.1. ***MDH's Activities***

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

2.2. ***Grantee's Activities***

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this Grant Agreement.

3. Time

Grantee is required to perform all of the activities stated in this Grant Agreement, and any incorporated exhibits, within the Grant Agreement period. MDH is not obligated to extend the Grant Agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the Grant Agreement.

4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this Grant Agreement.

4.1. ***Grant Award***

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this Grant Agreement.

4.2. ***Administrative Costs.***

Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Grant Agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1. Administrative costs will be reimbursed in accordance with the agreed upon budget.

4.3. ***Travel Expenses***

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

4.4. Budget Modifications

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.5. Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this Grant Agreement will not exceed \$50,000.00.

4.6. Terms of Payment

4.6.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the Grant Agreement.

4.7. Contracting and Bidding Requirements

4.7.1. Municipalities

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.7.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids or awarded to a targeted vendor.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:

- 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://cert.smwbe.com/>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
 - vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
 - vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the Grant Agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
 - viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.50](#).
 - ix. Grantee must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government. The list of debarred vendors in Minnesota is available at: [Suspended/Debarred Vendors](#) (<https://mn.gov/admin/osp/government/suspended-debarred/>). The list of suspended and debarred entities by the federal government is available at www.sam.gov.

5. Conditions of Payment

All activities performed by Grantee pursuant to this Grant Agreement must be performed in accordance with the terms of this Grant Agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act ([Minn. Stat. ch. 363A](#)) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identity, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the

terms and conditions of this Grant Agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Requirements for Other Legal Agreements

- 6.1. Grantee must utilize a formal legal agreement if it engages with another party to carry out a portion of the activities listed in this Grant Agreement. Grantee must provide timely notice to MDH of any such agreement prior to the other party/ies performing work under this Grant Agreement. Such notice must include the name of the other party; description of the activities to be performed; dates activities will be performed; and the total budget.
- 6.2. Grantee must monitor the activities of the other party/ies to ensure funds are used for authorized purposes; is in compliance with the terms and conditions of the legal agreement, [Minn. Stat. § 16B.97](#), subd. 4(a)(1), and other relevant statutes and regulations; and that performance goals are achieved.
- 6.3. If MDH becomes aware of unsatisfactory performance and or noncompliance, MDH reserves the right to require Grantee to terminate the legal agreement with the other party.
- 6.4. No legal agreement with any other party shall terminate or in any way affect the legal responsibility of the Grantee to MDH for timely and satisfactory performance of the Grant Agreement.
- 6.5. Grantee and the other party must not enter into a legal agreement with vendors who are suspended or debarred by the State of Minnesota or the federal government. The list of debarred vendors in Minnesota is available at: [Suspended/Debarred Vendors \(https://mn.gov/admin/osp/government/suspended-debarred/\)](https://mn.gov/admin/osp/government/suspended-debarred/). The list of suspended and debarred entities by the federal government is available at www.sam.gov.

7. Authorized Representatives

7.1. ***MDH's Authorized Representative***

MDH's Authorized Representative for purposes of administering this Grant Agreement is Carrie Raber, Planning Director, PO Box 64975, St. Paul, MN 55164-0975, 651-201-4695, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this Grant Agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. ***Grantee's Authorized Representative***

Grantee's Authorized Representative is Karen Kill, Administrator, 455 Hayward Ave. N. Oakdale, MN 55158, 651-330-8220, karen.kill@mnwcd.org, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Grant Agreement. If Grantee selects a new Authorized Representative at any time during this Grant Agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

8.1. **Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this Grant Agreement.

8.2. **Amendments**

If there are any amendments to this Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

8.3. **Waiver**

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

8.4. **Grant Agreement Complete**

This Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

9. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this Grant Agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this Grant Agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

10. Financial Examinations

The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of this Grant Agreement are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, the Minnesota State Auditor, Attorney General, or and the Minnesota 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.

11. Government Data Practices

MDH, Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Grant Agreement, must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Grant Agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of

[Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH.

If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

12. Tax Compliance Verification

Pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, 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 tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

13. Ownership of Equipment and Supplies

13.1. Equipment

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this Grant Agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

13.2. Supplies

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

14. Ownership of Materials and Intellectual Property Rights

14.1. Ownership of Materials

"Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this Grant Agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials

for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

14.2. *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 MDH, at Grantee's expense, from any action or claim brought against MDH 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 MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH 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.

15. Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by 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 MDH's obligation or responsibility.

16. Publicity and Endorsement

16.1. *Publicity*

Any publicity given to the program, publications, or activities performed resulting from this Grant Agreement, including but not limited to, websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this Grant Agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this Grant Agreement, the federal program must also be recognized.

16.2. Endorsement

Grantee must not claim that MDH endorses its products, services, or activities.

17. Governing Law, Jurisdiction, and Venue

This Grant Agreement, 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, must be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. Clerical Error

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

19. Lobbying

- 19.1. Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 19.2. In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 19.3. Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 19.4. By signing this Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this Grant Agreement.

20. Voter Registration Requirement

Grantee will comply with [Minn. Stat. § 201.162](#), by providing voter registration services for its employees and for the public served by Grantee.

21. Debarment, Suspension and Responsibility Certification

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from any party that has been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Grant Agreement, Grantee certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- b) Have not within a three-year period preceding this Grant Agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Grant Agreement are in violation of any of the certifications set forth above.

22. Incentives

When included in the approved Work Plan or Budget, the following language applies.

22.1. *Handling of Incentives*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives.

Those policies and procedures must, at a minimum, include the provisions outlined in this section.

22.2. *Separation of duties*

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

22.3. *Distribution of Incentives*

Incentives may only be used for approved purposes by MDH.

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the Grant Agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the MDH's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

22.4. *Incentive tracking documentation*

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives purchased;
- b) description of the incentives;
- c) quantity of incentive(s) distributed to each participant;
- d) the last four digits of any pre-paid card number;
- e) value/amount;
- f) a unique non-identifiable data point for each participant (e.g. case number, file number);
- g) date participant received incentive(s); and

h) signature of Grantee staff member providing incentive(s) to participant(s).

22.5. *Reconciliation*

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

22.6. *Subcontracting/Subgranting*

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

22.7. *Lost or stolen incentives*

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

22.8. *Invoicing*

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

22.9. *Failure to Comply*

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a Grant Agreement for failure to comply with these requirements.

23. Conflict of Interest

Grantee will notify MDH's Authorized Representative when they become aware of any potential, perceived, or actual conflict of interests as it relates to this Grant Agreement.

24. Mandatory Disclosures

An applicant, recipient, or subrecipient of funding under this Grant Agreement must promptly disclose whenever, in connection with this Grant Agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or [Minn. Stat., ch. 609](#), or a violation of the civil False Claims Act ([31 U.S.C. 329–3733](#)) or [Minn. Stat. § 609.465](#) (prohibiting the presentation of false claims to a public officer or body). The disclosure

must be made in writing to the Federal agency (if applicable), the Federal agency's Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of [2 CFR § 200](#). Failure to make required disclosures can result in any of the remedies described in [2 CFR § 200.339](#). (See also [2 CFR § 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

25. Whistleblower Protections

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#) and Minn. Stat. §§ [15C.145](#) and [181.932](#) - .935. See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

26. Suspension for Insufficient Funding

In the event of temporary lack of funding or appropriation, MDH may suspend its obligations under this Grant Agreement without terminating it. This suspension will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Agreement. MDH will not be assessed any penalty if the Grant Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

- 26.1. Grantee will be notified in writing of the temporary suspension, and Grantee's ability to perform under the Grant Agreement will be suspended during this period. MDH will provide reasonable notice to Grantee of the lack of funding or appropriation and shall notify Grantee once funding is restored or appropriated, and at MDH's discretion, performance under the Grant Agreement may resume.
- 26.2. MDH may convert the suspension for insufficient funding to termination under clause 27.3. upon written notice to Grantee.
- 26.3. Grantee may reject MDH's suspension for insufficient funding by written response to the notice of suspension. If Grantee rejects suspension, the notice of suspension shall be effective as a notice of termination under clause 27.3 with the same effective date as was provided for the suspension.

27. Termination

27.1. *Termination by MDH or Grantee*

MDH or Grantee may terminate this Grant Agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

27.2. Termination for Cause

MDH may immediately terminate this Grant Agreement if MDH finds there has been a failure to comply with the provisions of this Grant Agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH 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.

27.3. Termination for Insufficient Funding

MDH may immediately terminate this Grant Agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this Grant Agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available.

MDH will not be assessed any penalty if this Grant Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

27.4. Termination by Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally terminate this Grant Agreement if further performance under the Grant Agreement would not serve MDH's purposes or performance under the Grant Agreement is not in the best interests of the State of Minnesota.

Exhibits

The following Exhibits are attached and incorporated into this Grant Agreement. In the event of a conflict between the terms of this Grant Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Agreement, and then in the following order:

1. Exhibit A – Grantee's Activities / Scope of Work
2. Exhibit B – Grantee's Budget

[Signatures on following page]



APPROVED:

1. State Encumbrance Verification

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

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc
Date: 2026.07.09 10:00:25 -05'00'

SWIFT Contract & Initial PO: 291987/3000132860/REQ 4677

2. Grantee

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

Signature:		Signature:	
Title:	BCWD Administrator	Title:	
Date:		Date:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: (with delegated authority)

Title:

Date:

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed Grant Agreement.

Exhibit A – Grantee's Activities / Scope of Work

Grantee is expected to perform the following activities. Modifications to Exhibit A must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

Activity/Work Plan	Responsible Position	Completion Date
Task 1: Vendor Selection Grantee will follow their procurement policies to identify and select a contractor to perform this work	Grantee	July 2026
Task 2: Project Kick-Off Meeting Grantee will convene a project kickoff meeting with district staff, community representatives, county metropolitan council, selected vendor contractor, and relevant state agencies to introduce the One Water (Integrated Water Management) concept, highlight the benefits of developing an Integrated Water Utility Roadmap, and establish a shared understanding of the process ahead. This initial convening will also focus on building alignment and support among the communities of Stillwater and Oak Park Heights, recognizing that implementation of the framework will be a long-term and voluntary process.	Grantee	August 2026
Task 3: Establish a Technical Advisory Group Grantee will establish a technical advisory group composed of Stillwater and Oak Park Heights' public works directors, utility managers, planners, and finance staff. Including all municipal departments in the development of a One Water (Integrated Water Management) framework is essential as water challenges, solutions, and opportunities cut across departmental silos. Each department has a role in water management: from public works which manage pipes, drainage and streets, to planning and zoning which shapes land use change and development patterns, to the utilities that handle the supply and treatment of drinking water and wastewater. One Water approaches also create additional capacity in various community's systems, providing benefits to better serve a growing community more efficiently and more resiliently.	Grantee	September 2026
Task 4: Develop Baseline Understanding Grantee will facilitate development of a baseline understanding of how water utilities are currently structured and managed. This task will involve coordination with staff (i.e., interviews and/or	Grantee	December 2026

Activity/Work Plan	Responsible Position	Completion Date
facilitated workshops) to document existing organizational frameworks, physical infrastructure systems, operational practices, and institutional relationships to support the development of the One Water (Integrated Water Management) framework. Key activities involved in development of the baseline understanding include: • Introducing the concept of One Water (Integrated Water Management) by sharing integrated water management programs and initiatives from other municipalities. • Documenting roles and responsibilities across municipal departments. • Identification of decision-making structure regulatory drivers, and funding responsibilities. Compiling and synthesizing available GISdata and system information to map drinking water, wastewater, and stormwater infrastructure, along with key natural systems (i.e., lakes, streams, wetlands, recharge areas). • Evaluate how water moves through the system (from source to discharge) including points of interaction between drinking water, wastewater, stormwater, natural systems, and groundwater/surface water connections. This activity will identify opportunities for improved integration, reuse, and efficiency. • Assess current operational practices, level of service goals, asset management approaches, and capital planning processes. • Review utility rate structures, funding mechanisms, and Capital Improvement Plans (CIPs) to understand financial constraints and opportunities.		
Task 5: Identify Challenges, Risks, and Opportunities Grantee will work with the Technical Advisory Group to identify the challenges, risks and opportunities of taking a One Water approach. Key activities involved in this task include: • Evaluating infrastructure conditions and capital investment needs. • Identifying climate-related risks such as flooding, drought, or changing precipitation patterns.	Grantee	March 2027

Activity/Work Plan	Responsible Position	Completion Date
- Assessing operational challenges such as aging infrastructure, regulatory pressures, or limited staffing capacity. - Identifying opportunities where coordinated planning could improve outcomes, such as stormwater reuse, infiltration, or watershed-scale I district-scale projects.		
Task 6: Explore Integration Opportunities Grantee will explore and identify integration opportunities, the final step in developing a One Water (Integrated Water Management) framework. Again, the BCWD will work with the Technical Advisory Committee to identify opportunities for integrated planning and project delivery. Key activities involved in this task include: - Exploring opportunities for joint infrastructure projects or shared services, both at neighborhood/district scale and city scale. - Identification of policy or program changes that support cross-departmental coordination. Development of the Integrated Water Utility Roadmap that translates findings into a clear, implementable framework for communities.	Grantee	June 2027
Task 7: Draft Report Grantee will work with contractor to draft a final report to be reviewed by the Technical Advisory Group. The final report will document the process undertaken to develop the One Water (Integrated Water Management) framework and present a clear, actionable roadmap for implementation. The report will summarize existing conditions, including governance structures, infrastructure systems, and system interconnections, and synthesize key findings related to challenges, risks, and opportunities identified through discussions with the Technical Advisory Group. Integrated system maps and supporting graphics will be used to illustrate how water moves through the communities and where opportunities for improved coordination and efficiency exist. The report will outline a set of prioritized, implementable strategies aligned with municipal operations, including infrastructure planning, policy updates, and interdepartmental coordination. The report will also identify next steps, potential funding considerations, and metrics to support	Grantee	June 2027

Activity/Work Plan	Responsible Position	Completion Date
ongoing evaluation, ensuring the framework serves as a practical, adaptable guide for advancing One Water implementation over time.		
Task 8: Final Report Grantee will approve final report and disseminate to relevant stakeholders.	Grantee	December 2027
In accordance with <u>Minn. Stat. § 16B.98</u> , subd. 5(d), Grantee must clearly post on Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Agreement on behalf of the Grantee.		
Any digital materials created, and shared outside of the grantee's organization, Grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at <u>Accessibility Policies & Standards / Minnesota IT Services</u>		

Grantee is subject to a variety of compliance activities, as outlined below.

Report Type	Reporting Period / Frequency	Due to MDH
Progress Report(s)	July 1 through September 30 October 1 through December 31 January 1 through March 31 April 1 through June 30	30 calendar days after the end of the reporting period
Invoice(s)	July 1 through September 30 October 1 through December 31 January 1 through March 31 April 1 through June 30	30 calendar days after the end of the reporting period
Monitoring/On-Site Visit(s)	It is the policy of the State of Minnesota to conduct at least one monitoring visit before final payment is made on all state grants over \$50,000.	MDH will contact Grantee with additional information.



Report Type	Reporting Period / Frequency	Due to MDH
Financial Reconciliation(s)	It is the policy of the State of Minnesota to conduct at least one monitoring visit before final payment is made on all state grants over \$50,000.	MDH will contact Grantee with additional information

Exhibit B – Grantee's Budget

The budget shown below is for reference only and is non-binding.

Task	Budget
Salary	\$50,000.00
Equipment	\$0.00
Supplies	\$0.00
Travel	\$0.00
Contractual	\$0.00
Other	\$0.00
Total	\$50,000.00

Grantee's Indirect Cost Rate for this Grant Agreement is as follows. MDH will notify Grantee, in writing, if the rate allowed changes and the effective date of such change.

☒ Indirect costs are not allowed by Funder

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Karen Kill

karen.kill@mnwcd.org

BCWD Administrator

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(None)

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Delegated Signer

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Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

MDH Encumbrance Office

health.encumbrance@state.mn.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carrie Raber

carrie.raber@state.mn.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps