

**JOINT POWERS AGREEMENT  
FOR IMPLEMENTATION OF  
THE AURELIA PARK STORMWATER RETROFIT PROJECT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Coon Creek Watershed District, a metropolitan watershed district and political subdivision of the State of Minnesota, 13632 Van Buren St NE, Ham Lake, Minnesota 55304 (District), and the City of Blaine, a Minnesota municipal corporation, 10801 Town Square Drive NE, Blaine, Minnesota 55449 (City).

**RECITALS**

WHEREAS, The District and the City share a common interest in improving water quality in Springbrook Creek located within the City of Blaine and within the Coon Creek Watershed District; and

WHEREAS, The City intends to construct a stormwater retention pond in the southwest corner of Aurelia Park to reduce total phosphorus and sediment loading to Springbrook Creek, thereby improving water quality within the City and the Coon Creek Watershed District; and

WHEREAS, The District has been awarded partial state grant funding to construct this water quality improvement project; and

WHEREAS, Minnesota Statutes section 471.59 authorizes political subdivisions of the State of Minnesota to enter into joint powers agreements for the joint exercise of powers common to each; and

WHEREAS, the District desires to provide the City with financial assistance for this Project

THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and the City agree as follows:

**I. PURPOSE**

The District and City agree that it is mutually beneficial for the City to undertake implementation of the Aurelia Park stormwater retention pond project to reduce total phosphorus and sediment loading to Springbrook Creek (Project).

**II. METHODS**

**A. Preliminary Planning/Approval**

The District, in consultation with the City, shall provide for the preliminary planning and engineering of the Project. The City shall be responsible for construction and construction administration of the Project.

**B. Design**

The District shall be responsible for engineering and design services and will prepare plans and specifications for the Project in consultation with the City. Concept Design Plans

developed by the District Engineer are attached as Exhibit A. The City shall not go out for bids until such time as the District has approved, in writing, any revisions to the final plans and specifications for the Project.

**C. Bidding/Construction**

The City shall do the calling for all bids and the accepting of all bid proposals, and will construct and implement the Project in conformance with the approved Project plans and specifications. In doing so the City will comply with all applicable laws and regulations and will be responsible for acquiring all necessary permits, approvals and temporary and permanent rights of access or easement. The award of the bid to the lowest responsible bidder shall be made in consultation with the District prior to the execution of the construction contract. After receipt of all necessary governmental approvals, the City shall cause the commencement of the Project's construction and shall manage the Project through to completion. The City's Project engineer will certify the completion of Project construction in accordance with the approved plans and specifications no later than October 31, 2023. The City will submit to the District documentation of Project expenditures and the certification of completion no later than October 31, 2023.

**III. COST ALLOCATION**

- A. The total estimated cost of completing the Project is \$399,583
- B. The District has received a Clean Water Fund Watershed Based Implementation Funding grant administered by the Minnesota Board of Water and Soil Resources in the amount of \$77,542 and will apply these funds towards the Project construction costs incurred.
- C. The District shall contribute up to \$30,000 for Project engineering costs and will incur minimal costs for staff time related to Project coordination.
- D. The City shall contribute up to \$292,041 for Project construction and construction administration costs and will incur minimal costs for staff time related to Project coordination.
- E. The District upon the Effective Date of this Agreement will disburse to the City 50% of the Project's above cost-share Grant amount. Upon District receipt of the certification of Project completion and review of such Project documentation as it may require, the District will disburse to the City the remaining District approved Project cost-share funds.

**IV. SITE ACCESS**

The City will submit legal assurance acceptable to the District that the City has access to the Project's location for construction, operation and maintenance. The City also agrees to grant the District and its contractors and agents access to the Project site, wholly on City-owned land, regarding the City's Project construction and future inspection.

**V. TERM / TERMINATION**

This Agreement shall continue in full force and effect for the expected life span of the project, 25 years post-construction, not to exceed October 31, 2048. This Agreement shall be automatically renewed on a year-to-year basis unless both parties in writing agree to termination.

**VI. CONTRACTS AND PURCHASES**

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance with applicable state, federal, local laws, and the applicable Grant Agreement requirements attached and incorporated as Exhibit B.

#### **VII. CONTINGENCIES.**

The District's obligation to provide grant funds is contingent on the City's compliance with the terms of this Agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications. The City will return to the District any grant funds already received if this condition is not satisfied.

#### **VIII. STRICT ACCOUNTABILITY**

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

#### **IX. MAINTENANCE OF IMPROVEMENTS**

The City will assume responsibility of future maintenance of the Project components as part of its existing stormwater infrastructure inspections and maintenance program. Minimally, the pre-treatment manhole sump with baffle will be inspected annually and maintained as needed and the pond will be inspected every five years and maintained as needed to ensure the design capacity for removing pollutants is maintained.

#### **X. NONCOMPLIANCE**

Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.

#### **XI. INSURANCE.**

The City shall require its contractor to name the District as an additional insured with primary coverage on a noncontributory basis under its commercial general liability policy, with a coverage limit of at least \$1.5 million per claim and aggregate, and covering both ongoing and completed operations, and all such operations of subcontractors. Coverage limits may be met by excess liability or umbrella policies.

#### **XII. RELATIONSHIP OF PARTIES.**

Nothing in this Agreement creates or establishes a partnership, joint venture or agency relationship between the parties. As between the parties, the City is solely responsible for the method and manner of Project construction and maintenance. Nothing in this Agreement creates any right in any third-party or affects any immunity, defense or liability limitation pertaining to either party.

#### **XIII. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the District Administrator, 13632 Van Buren St NE, Ham Lake, Minnesota 55304, on behalf of the District, and to the City Manager for the city of Blaine, 10801 Town Square Drive NE, Blaine, Minnesota 55449, on behalf of the City.

**XIV. INDEMNIFICATION**

The District and City mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

**XV. ENTIRE AGREEMENT / REQUIREMENT OF WRITING**

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.

**XVI. GOVERNMENT DATA PRACTICES**

The District and City will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District or the City under this Agreement.

**XVII. EFFECTIVE DATE.**

This Agreement is effective as of the date all signatures below have been provided.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

Coon Creek Watershed District:

City of Blaine:

By: \_\_\_\_\_  
Anthony Wilder, President, Board of Managers

By: \_\_\_\_\_  
Tim Sanders, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

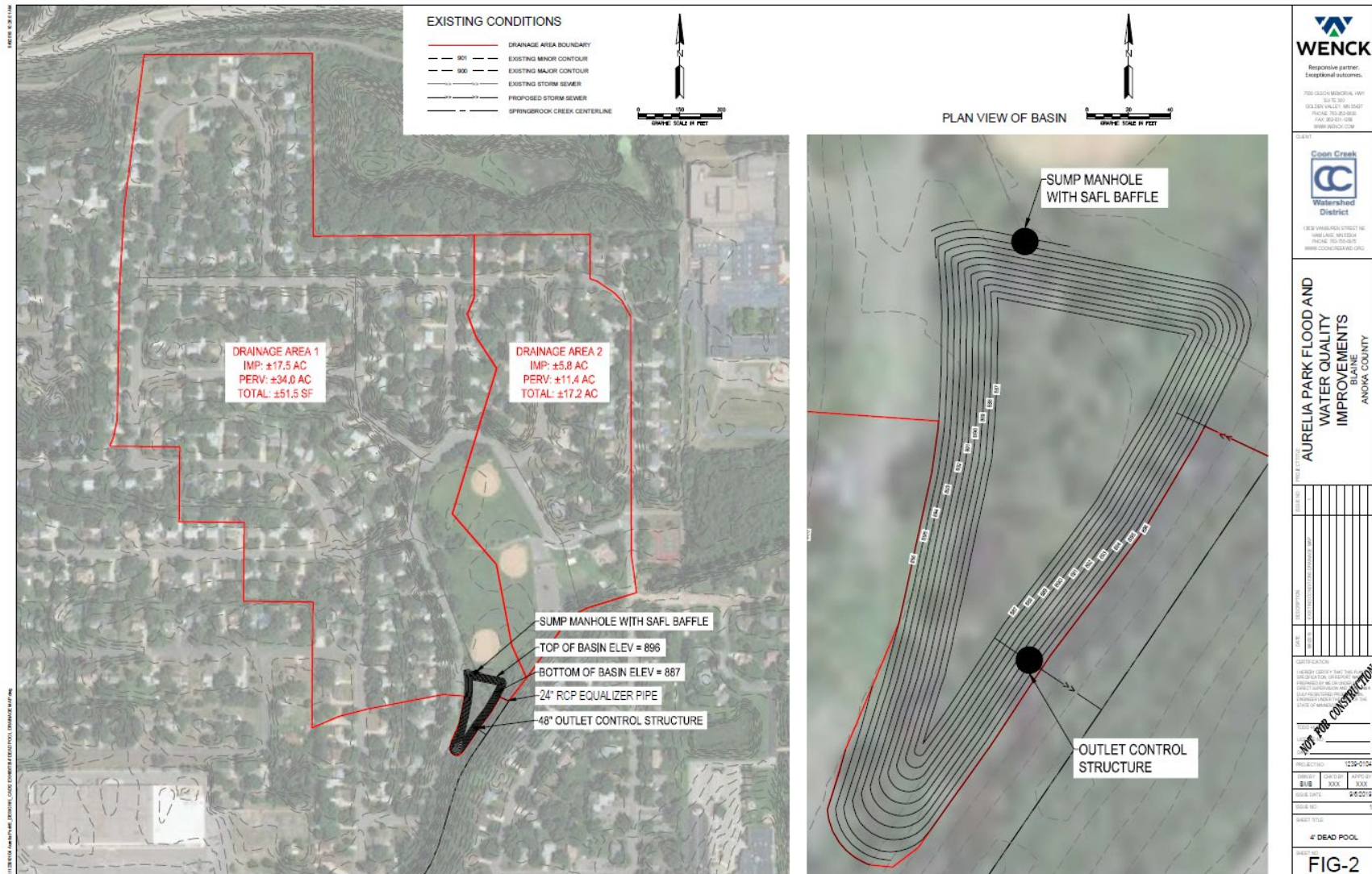
By: \_\_\_\_\_  
Tim Kelly, District Administrator

By: \_\_\_\_\_  
Michelle A. Wolfe, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Exhibit A Concept design plans and engineer's opinion of probable cost



PROJECT 1239-0104-AURELIA PARK COON CREEK WATERSHED DISTRICT OPINION OF PROBABLE COST JUNE 2021						
PROJECT 2277-02679						
ITEM NO.	MNDOT ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	2021.501	MOBILIZATION	LS	1	\$ 27,000.00	\$ 27,000.00
2	2563.601	TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00
3	2101.505	CLEARING	AC	0.70	\$ 6,000.00	\$ 4,200.00
4	2101.505	GRUBBING	AC	0.70	\$ 6,000.00	\$ 4,200.00
5	2101.601	TREE REMOVAL	LS	1	\$ 2,500.00	\$ 2,500.00
6	2104.502	REMOVE STORM SEWER STRUCTURE	EA	1	\$ 1,000.00	\$ 1,000.00
7	2104.602	REMOVE FLARED-END SECTION	EA	1	\$ 500.00	\$ 500.00
8	2104.503	REMOVE STORM SEWER PIPE	LF	160	\$ 25.00	\$ 4,000.00
9	2104.503	ABANDON/BULKHEAD STORM SEWER PIPE	LF	25	\$ 25.00	\$ 625.00
10	2105.507	COMMON EXCAVATION - OFFSITE	CY	7,115	\$ 15.00	\$ 106,725.00
11	2105.604	SALVAGE AND RESPREAD TOPSOIL	SY	3,000	\$ 2.00	\$ 6,000.00
12		8" WIDE TRAIL REMOVAL AND REPLACEMENT	SY	10	\$ 200.00	\$ 2,000.00
13	2503.603	33" RC STORM SEWER PIPE	LF	75	\$ 125.00	\$ 9,375.00
14	2503.603	6" PERFORATED PVC SCH 40 DRAIN TILE PIPE	LF	650	\$ 20.00	\$ 13,000.00
15	2503.602	33" RC FLARED END SECTION	EA	1	\$ 3,000.00	\$ 3,000.00
16	2503.602	DRAIN TILE CLEANOUT	EA	8	\$ 400.00	\$ 3,200.00
17	2506.602	5' DIA. SUMP MANHOLE WITH SAFL BAFFLE	EA	1	\$ 6,000.00	\$ 6,000.00
18	2506.602	5' DIA. OUTLET CONTROL STRUCTURE	EA	1	\$ 8,000.00	\$ 8,000.00
19	2573.618	45 MIL SMOOTH EPDM LINER	SF	9,800	\$ 3.50	\$ 34,300.00
20	2574.607	BIOFILTRATION MEDIA MIX	CY	600	\$ 50.00	\$ 30,000.00
21	2105.601	TEMPORARY DEWATERING	LS	1	\$ 7,000.00	\$ 7,000.00
22	2123.610	STREET SWEEPER W/ PICKUP BROOM	HR	10	\$ 150.00	\$ 1,500.00
23	2573.602	TEMPORARY CONSTRUCTION ENTRANCE - MAINTAINED	EA	1	\$ 2,500.00	\$ 2,500.00
24	2573.502	INLET PROTECTION - MAINTAINED	EA	2	\$ 400.00	\$ 800.00
25	2573.503	SILT FENCE - MAINTAINED	LF	1,225	\$ 5.00	\$ 6,125.00
26	2575.504	EROSION CONTROL BLANKET CATEGORY 3N, TYPE STRAW 2S	SY	1,525	\$ 2.50	\$ 3,812.50
27	2575.505	SEEDING	AC	0.70	\$ 1,250.00	\$ 875.00
28	2575.508	MNDOT SEED MIXTURE 33-262	LB	30	\$ 25.00	\$ 750.00
29	2571.602	TREE REPLACEMENT	EA	20	\$ 250.00	\$ 5,000.00
					SUBTOTAL BASE BID:	\$ 295,987.50
					15% INDIRECT:	\$ 44,398.13
					20% CONTINGENCY:	\$ 59,197.50
					TOTAL ENGINEERS ESTIMATE:	\$ 399,583.13



## Exhibit B Grant agreement



FY 2021 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
WATERSHED-BASED IMPLEMENTATION FUNDING  
GRANT AGREEMENT

Vendor:	0000898751
PO#:	3000013218

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Coon Creek WD, 13632 Van Buren St NE Ham Lake Minnesota 55304 (Grantee).

*This grant is for the following Grant Programs :*

C21-5453	2021 Metro WBIF – Mississippi East Watershed – Coon Creek WD	\$77,542
----------	--	----------

**Total Grant Awarded: \$77,542**

#### Recitals

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
2. The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
3. The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
5. 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.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

#### Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or his/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 ADMINISTRATOR  
13632 VAN BUREN ST NE  
HAM LAKE, MN 55304  
763-755-0975**

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

#### Grant Agreement

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State 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, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.
  - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.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 Grant 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. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024 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 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 listed above.
- 4.5. This grant includes an advance payment of 50 % 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.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant 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 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) 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 withhold payment on grants from other programs.

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 amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant 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.
9. **Government Data Practices.**  
The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant 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 Grant 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.  
13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State 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.

**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 wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 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 a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting 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.

**17. Constitutional Compliance.**

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

**18. 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.

**19. 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. Work 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:

Coon Creek WD

By:

Tim KELLY  
(print)  
[Signature]  
(signature)

Title:

DISTRICT ADMINISTRATOR

Date:

3-11-21

Board of Water and Soil Resources

Kevin D. Bigalke

Digitally signed by Kevin D. Bigalke  
Date: 2021.03.11 23:26:46 -0500

By:

Assistant Director for  
Regional Operations

Digitally signed by Assistant  
Director for Regional Operations  
Date: 2021.03.11 20:36:22 -0500

Title:

Date: