

SUB-GRANT AGREEMENT

(Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.)
(BWSR Clean Water Fund Grant)

THIS SUB-GRANT AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2025, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (“Commission”), and the City of Plymouth, a Minnesota municipal corporation (“City”).

WHEREAS, the Commission intends to enter into a grant agreement (the “Grant Agreement”) with the State of Minnesota (the “State”), acting through its Board of Water and Soil Resources, a copy of which is attached hereto as Exhibit A and incorporated herein and made part of this Agreement; and

WHEREAS, the Grant Agreement provides that the State will grant to Commission a sum not to exceed **\$400,000.00** to be used to perform the duties and tasks specified in the Grant Agreement related to the Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N. (the “Project”); and

WHEREAS, the City is responsible for constructing the Project as part of the Commission’s capital improvement program, and so the Commission will be passing the forementioned grant funds through to the City for said purpose; and

WHEREAS, the Commission and the City have agreed that the City will assume certain duties and responsibilities of the Commission under the Grant Agreement in consideration of receiving the funds provided for via the Grant Agreement and subject to the terms, conditions, and limitations set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties hereto covenant and agree as follows:

1. Grant Funds. The Commission will forward to the City funds received under the Grant Agreement in conjunction with other Commission-designated Project funds, upon receipt of approved reimbursement requests and upon adherence by the City of all of its obligations hereunder.

2. City Obligations. The City will perform and satisfy certain obligations of the Commission under the Grant Agreement. Specifically, but without limiting the foregoing, the City will perform all of the following with respect to the Project and in satisfaction of Grant Agreement obligations:

- (a) The City will satisfactorily perform all elements of the Project as described in the Clean Water Fund Project Work Plan (“Work Plan”), as described in the Grant Agreement, as it may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Work Plan budget, and will provide information to the Commission to aid in all required grant reporting. The Work Plan is attached hereto as Exhibit B and any amendments made thereto are incorporated in and made part of this Agreement by reference.

- (b) The City will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by the City as the party responsible for Project implementation and that are conditions of award of funds under the Grant Agreement.
- (c) The times of performance and expiration of the City's obligations under this Agreement shall be as provided in the Grant Agreement.
- (d) The City will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
- (e) The City will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission, as sub-grantor, rather than the City.

3. City Reimbursement. The City will be reimbursed from the funds received through the Grant Agreement for eligible costs incurred in performing its obligations in accordance with this Agreement, the Work Plan, and the Cooperative Agreement entered into between the Commission and the City, which is also incorporated in and made part of this Agreement by reference. The amount of grant funds available to make reimbursement payments to the City are subject to reduction for Commission expenses and an administrative fee as provided in the Cooperative Agreement. Reimbursements will be forwarded to the City following completion of work by the City under the Work Plan from grant funds received by the Commission from the State. The City will provide such invoices or other evidence of expenses incurred as may be required by the Commission or by the State under the Grant Agreement.

4. No Assignment. The City may not assign or transfer any rights or obligations under this Agreement without the prior consent of the Commission and an Assignment Agreement executed and approved by the parties.

5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the parties.

6. No Waiver. If the Commission fails to enforce any provision of this Agreement, such failure does not waive the provision or the Commission's right to enforce it.

7. Entire Agreement. This Agreement and the documents referenced herein contain all negotiations and agreements between the Commission and the City as it relates to the Grant Agreement and subgrant contemplated herein. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.

8. Indemnification. The City will defend, indemnify and hold harmless the Commission and its officers, employees and agents from and against all claims, damages, losses and expenses,

including but not limited to attorneys' fees, arising out of this Agreement or resulting from the conduct or implementation of the Project by the City, except to the extent the claims, damages, losses and expenses arise from the Commission's own willful misconduct. Additionally, and for the avoidance of doubt, the City understands and acknowledges that the preceding sentence applies to any and all claims asserted by any party related to the City's acts or omissions associated with the Project, including, but not limited to, claims related to the City's failure to adhere to the prevailing wage requirements to any extent required and any damages, losses and expenses, including but not limited to attorneys' fees, incurred by the Commission as a result thereof. The obligations contained herein shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exist between the Commission and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Audit. The City's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State of Minnesota and/or the state auditor or legislative auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Data Practices. The City shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If the City receives a request to release data referred to in this paragraph, the City must immediately notify the Commission. The Commission will give the City instructions concerning the release of the data to the requesting party, prior to such release.

11. Workers' Compensation. The City certifies that it is in compliance with Minnesota Statutes, section 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The City's employees and agents will not be considered employees of the Commission. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of employees of the City, and any claims made by any third party as a consequence of any act or omission on the part of such employees are in no way the obligation of the Commission or the State of Minnesota.

12. Applicable Law. The law governing the obligations of this Agreement and the venue for all legal proceedings associated therewith shall be in accordance with the Grant Agreement.

13. Termination. This Agreement shall immediately terminate if the Grant Agreement is terminated in accordance with the provisions provided therein. However, the provisions in the Grant Agreement regarding Liability, State Audits, Government Data Practices, Intellectual Property Rights, and Governing Law, Jurisdiction and Venue, as incorporated herein, shall survive termination or cancellation of this Agreement.

14. Conditioned. This Agreement is conditioned on approval by the State to the extent such approval is required by the Grant Agreement or any other State policy related thereto.

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

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF PLYMOUTH

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

EXHIBIT A
Grant Agreement

[attached hereto]

EXHIBIT B
Work Plan