

SUB-GRANT AGREEMENT

(Resilient Yards for Pollinator Conservation in Northside Minneapolis)
(BWSR Lawns to Legumes Neighborhood Demonstration Project)

THIS SUB-GRANT AGREEMENT (“Agreement”) is made as of this 16th day of April, 2020, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (“Commission”), and Metro Blooms, a non-profit organization in Minneapolis, Minnesota (“Metro Blooms”).

WHEREAS, Commission entered into a grant agreement with the Minnesota Board of Water and Soil Resources in April 2020 (“Grant Agreement”), a copy of which is attached hereto as Exhibit A and is incorporated herein and made part of this Agreement; and

WHEREAS, the Grant Agreement provides that the Minnesota Board of Water and Soil Resources will grant to Commission a sum not to exceed Forty Thousand and No/100 Dollars (\$40,000.00), to perform the duties and tasks specified in the Grant Agreement related to the Resilient Yards for Pollinator Conservation in Northside Minneapolis, GRANT NO. C20-9473 (“Project”); and

WHEREAS, Commission will pass the funds provided in the Grant Agreement through to Metro Blooms to implement the Project; and

WHEREAS, Commission and Metro Blooms have agreed for Metro Blooms to assume certain duties and responsibilities of Commission under the Grant Agreement in consideration of receiving funds provided for in 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. Commission agrees to forward to Metro Blooms funds received under the Grant Agreement for the Project based upon approved reimbursement requests received from Metro Blooms and conditioned on Metro Blooms’ continuing compliance with its obligations hereunder.

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

- (a) Metro Blooms will perform, or participate in, all elements of the Project as described in the Project Work Plan (“Work Plan”) of the Grant Agreement, as it may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Project Budget (“Budget”) and will provide information to the Commission to aid in quarterly grant reporting. The initial Work Plan and Budget are included in the Grant Agreement and is attached hereto as Exhibit B. Any

amendments made to the Grant Agreement, including its exhibits, are incorporated in and made part of this Agreement by reference.

- (b) Metro Blooms will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by Metro Blooms rather than Commission and that are conditions of award of funds under the Grant Agreement.
- (c) The times of performance and expiration of Metro Blooms' obligations under this Agreement shall be as provided in the Grant Agreement.
- (d) Metro Blooms will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
- (e) Metro Blooms 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 rather than the Metro Blooms.

3. Metro Blooms Reimbursement. Metro Blooms will be reimbursed from the funds received through the Grant Agreement for grant-eligible costs incurred in performing its obligations in accordance with this Agreement, the Work Plan, and the Budget. Reimbursements will be forwarded to Metro Blooms following completion of work by the Metro Blooms under the Work Plan from grant funds received by Commission from the Minnesota Board of Water and Soil Resources. Metro Blooms will provide such invoices or other evidence of expenses incurred as may be required by the Commission or by the Minnesota Board of Water and Soil Resources under the Grant Agreement. The Commission shall have no obligation to reimburse the Metro Blooms for any amounts that exceed the amount of the grant received by the Commission under the Grant Agreement.

4. No Assignment. Metro Blooms shall 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 Commission fails to enforce any provisions of this Agreement, such failure does not waive the provision or Commission's right to enforce it.

7. Entire Agreement. This Agreement contains all negotiations and agreements between Commission and Metro Blooms. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.

8. Indemnification. Metro Blooms will indemnify, defend, and hold harmless the Minnesota Board of Water and Soil Resources and Commission, its officers, agents, and employees,

from any claims or causes of action, including attorney's fees incurred by Commission, arising from the performance of this Agreement by Metro Blooms, or its officers, agents or employees.

9. Audit. Metro Blooms' books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota Board of Water and Soil Resources 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. Metro Blooms shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If Metro Blooms receives a request to release data referred to in this paragraph, Metro Blooms must immediately notify Commission. Commission will give Metro Blooms instructions concerning the release of the data to the requesting party, prior to such release.

11. Workers' Compensation. Metro Blooms certifies that it is in compliance with Minnesota Statutes, Section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Metro Blooms' employees and agents will not be considered employees of Commission. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of employees of Metro Blooms, 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 Commission or the Minnesota Board of Water and Soil Resources.

12. Publicity. Any publicity regarding the subject matter of this Grant Agreement must identify the Minnesota Board of Water and Soil Resources as a source of funding and the Bassett Creek Watershed Management Commission as a sponsoring agency. Publicity shall include information identified in the Grant Agreement to the extent required herein. Metro Blooms must not claim that the Minnesota Board of Water and Soil Resources or Commission endorses its products or services.

13. 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.

14. Termination. This Agreement is subject to termination in accordance with the termination provision of the Grant Agreement. However, the provisions in the Grant Agreement regarding Liability, State Audits, Government Data Practices, Intellectual Property, and Governing Law, Jurisdiction and Venue will survive termination or cancellation of this Agreement or of the Grant Agreement.

15. Conditioned. This Agreement is conditioned on approval by the Minnesota Board of Water and Soil Resources to the extent such approval is required by the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of _____, 2020.

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

METRO BLOOMS

By: _____
Its Executive Director

Date: _____

EXHIBIT A
Grant Agreement

[attached hereto]

EXHIBIT B
Work Plan and Budget
[attached hereto]