

GRANT AGREEMENT

This Grant Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Environment & Energy, 300 South Sixth Street, MC 679, Minneapolis, MN 55487 (“COUNTY”), and GRANTEE’s name and address, *a Minnesota non-profit corporation, partnership, corporation limited liability company* (“GRANTEE”).

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

This Agreement shall commence following execution by all parties. GRANTEE shall complete all Grant Requirements, as defined below, and submit all required documentation on or before December 31, XXXX, unless this Agreement is terminated earlier in accordance with the provisions herein.

In accordance with the provisions herein, COUNTY’s total payments to GRANTEE under this Agreement shall not exceed **XXXXXX DOLLARS and no/100 (\$XX,XXX.XX)** (“Grant Funds”).

2. GRANT REQUIREMENTS

GRANTEE shall complete the activities specified as more fully described in the Hennepin County Natural Resources Opportunity Grant Application submitted by GRANTEE and attached as Attachment A, or as otherwise approved by COUNTY in writing. (“Grant Requirements”).

In addition to any other reporting requirements contained in this Agreement, including in any attachments, within thirty (30) days after COUNTY’s request, GRANTEE shall submit grant progress reports to the COUNTY in the manner directed by COUNTY and which may include summarizing activities and outcomes for the given period, goals, objectives, activities, outcomes, challenges, lessons learned, financial information, and/or administrative/programmatic monitoring descriptions.

If the source or partial source of funds under this Agreement is from federal or state monies or from a federal, state or other grant source, GRANTEE is bound by and shall comply with applicable law, rules, regulations, applicable documentation, and any other COUNTY directives relating to the source and utilization of such funds.

3. GRANT FUNDS DISBURSEMENT

Upon completion of the Grant Requirements, GRANTEE shall invoice COUNTY for allowable costs and payments actually incurred by GRANTEE in performance of the Grant Requirements using the Cost-Share Voucher & Practice Certification Form, Attachment B to this Agreement. GRANTEE shall also submit receipts and other supporting documentation related to the Grant Requirements.

The final invoice and all supporting documentation shall be submitted no later than thirty (30) days after the expiration of this Agreement.

Unless the parties otherwise agree, COUNTY shall have no obligation to reimburse or pay GRANTEE any amount: (i) for any expenditures, costs, or expenses incurred prior to the commencement date stated in Section 1 of this Agreement; or (ii) for any expenditures, costs, or expenses that the COUNTY determines are not directly related to the Grant Requirements, including any administrative costs.

The following reporting items are required during or following completion of the Grant Requirements:

- All invoices for completed consultant and/or contractor work;
- Approval of in-kind contributions prior to work;
- COUNTY certification that the project was completed according to the approved specifications following work.
- Final Project Report (COUNTY will provide a template upon request).

Upon COUNTY's validation of an invoice and any supporting documentation or certifications, COUNTY shall pay invoiced and validated Grant Funds directly to GRANTEE within thirty-five (35) days.

If GRANTEE's expenditures, costs, and expenses associated with its project and/or the Grant Requirements exceed the Grant Funds, GRANTEE shall be solely responsible for payment of those amounts without reimbursement by COUNTY.

COUNTY may withhold from any payment due to GRANTEE any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

4. PARTY RELATIONSHIP

- A. GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing any relationship, besides that of grantor and grantee, between the parties. GRANTEE is not COUNTY's vendor, contractor, agent, representative, or employee for any purpose. GRANTEE shall secure at its own expense all personnel and resources required in completing Grant Requirements under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any activities under this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY.

B. If GRANTEE enters into any agreement with any entity to provide goods or services related to GRANTEE's performance of the Grant Requirements, GRANTEE shall memorialize that relationship with a written and duly executed agreement with said entity. That agreement will include, at minimum, the following provisions:

- (i) Neither GRANTEE nor the engaged entity is acting as agent(s) for the County of Hennepin, State of Minnesota;
- (ii) The parties expressly agree that the County of Hennepin, State of Minnesota, is not a party to their agreement; and
- (iii) The County of Hennepin, State of Minnesota is not responsible or liable for any duty or obligation under their agreement, including but not limited to paying any amount whatsoever under the agreement.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person nor prohibit their participation in or the benefits of any program, service or activity related to this Agreement on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. AFFIRMATIVE ACTION

Intentionally Omitted.

7. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Grant Requirements in this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

8. INSURANCE

Intentionally Omitted.

9. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

10. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between

accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE's indemnification obligations herein.

C. Intentionally omitted.

D. Upon expiration or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Grant Manager, GRANTEE shall deliver to the Grant Manager all County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

11. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 6.551, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration or termination.

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the performance of the Grant Requirements, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

13. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Termination, or Minnesota Law Governs may not be altered, varied, modified or waived by any change in project scope, specifications, or other document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND TERMINATION

- A. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice, including but not limited to failure of the GRANTEE to perform Grant Requirements or failure of the Grant Requirements to promote a public purpose. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment of Grant Funds

until GRANTEE's compliance. In the event of a decision to withhold Grant Funds, COUNTY shall furnish prior written notice to GRANTEE.

- B. COUNTY may immediately terminate this Agreement if GRANTEE, or any GRANTEE directors, employees, or other personnel are convicted of a criminal offense relating to any COUNTY, State of Minnesota, or federal grant.
- C. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. If this Agreement expires or is terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any Grant Funds except for reimbursements duly invoiced for completed Grant Requirements pursuant to this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any Grant Funds related to the performance of any Grant Requirements occurring after the notice and effective date of the suspension or termination. In the event COUNTY suspends or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any Grant Funds already invoiced by GRANTEE prior to the notice of suspension or termination, if those costs and supporting documentation are validated by COUNTY, except that COUNTY shall not be obligated to pay any Grant Funds as or for penalties, early termination fees, charges, time and materials for Grant Requirements not already invoiced.
- H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination. Such provisions include but are not limited to: PARTY RELATIONSHIP; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

16. GRANT MANAGER

Ellen Sones (ellen.sones@hennepin.us; 612-596-1173), or successor, (“Grant Manager”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

GRANTEE CONTACT NAME (EMAIL, PHONE#) shall manage the Agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable law, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. GRANTEE shall immediately notify COUNTY if GRANTEE is debarred or suspended during the term of this Agreement.

19. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the addresses given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE’s Form W-9 provided to COUNTY.

20. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE’s knowledge, GRANTEE’s involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should

any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for termination of this Agreement.

21. MEDIA OUTREACH

The parties shall cooperatively and collaboratively develop any grant-related marketing which may include but is not limited to: permanent or temporary plaques or signs, news releases, public announcements, social media posts, video, civic opportunities, logos and community events. GRANTEE shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

GRANTEE shall provide advance copy of the any independently developed messaging and marketing materials regarding the Grant Requirements or overall project to COUNTY for review and approval. COUNTY may, in its sole discretion, reject any proposed marketing if COUNTY determines the proposed marketing does not reflect the spirit or intent of this Agreement or is otherwise contrary to COUNTY's best interests.

For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, GRANTEE: (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof in relation to this Grant Agreement or the Grant Requirements performed hereunder; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

22. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

23. PERSONAL PROPERTY TAX, PROPERTY TAX, AND INCOME TAX

- A. GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for

taxes owed on or before the date of the execution of this Agreement. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse Grant Funds or require the return of all or part of the Grant Funds already disbursed.

- B. GRANTEE acknowledges that Grant Funds may be subject to federal and/or state or local taxes. Except as part of a tax-specific outreach program, COUNTY cannot provide tax advice and encourages GRANTEE to consult with a professional tax advisor.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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By:

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Reviewed for COUNTY by:

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Document Assembled by:

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GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By:

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*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHMENT A

Grant Agreement No: PR0000XXXX

Opportunity Grant Application Materials

ATTACHMENT B

Grant Agreement No: PR0000XXXX

Hennepin County – Department of Environment and Energy (HCDEE) COST - SHARE VOUCHER & PRACTICE CERTIFICATION FORM

A. PAYEE INFORMATION <input type="checkbox"/> Check if name or address change	B. PROJECT INFORMATION		
Name:	I.D. Number:		
Address:	HCDEE Program: Good Steward Natural Resource Grant		
City, State, & Zip Code:	Practice Type (one only)	Practice Area(s)	Acres Completed:

C. COST INFORMATION	<i>Basis of Request</i> <input type="checkbox"/> Installation <input type="checkbox"/> Establishment <input type="checkbox"/> Reinstallation	<i>Type of Request</i> <input type="checkbox"/> Partial <input type="checkbox"/> Final	<i>Completion Date:</i>
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R/I	ITEM	QUANTITY	UNIT	UNIT PRICE	COST

R - Receipted Item/Invoiced Item I - In - Kind Contribution (attach additional sheets as necessary)
Total

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

 (Payee Signature)

 (Date)
D. PAYMENT INFORMATION**EASEMENT PROGRAMS** {(c) cannot exceed (a) - (b)}

TOTAL COST OF PRACTICE		(from above)	(a) Maximum Payment Allowed	
Program Cost-share Payment:	-	[from box (c)]	(b) Total of Previous Payments:	
OTHER FUNDING SOURCES (please identify source)			(c) Cost -Share Payment Requested	
	-			
	-			
	-			
	-			
LAND OWNER/LAND OCCUPIER COST:			(c) HCDEE Share _____ %	

(Attach additional sheets as necessary)

E. HCDEE CERTIFICATION

I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.

I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and billed costs or disbursements are accurate and are in accordance with terms of the program identified.

 (HCDEE Technical Representative)

 (Date)

 (Authorized HCDEE Representative)

 (Date)