



SAMPLE
ST. LOUIS COUNTY
AQUATIC INVASIVE SPECIES PREVENTION PROGRAM
GRANT AGREEMENT BETWEEN
ST. LOUIS COUNTY AND _____.

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County," and _____. hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, St. Louis County has received funding for the Aquatic Invasive Species Prevention Program (the AIS Program) from the State of Minnesota; and

WHEREAS, St. Louis County wishes to enter into an agreement with the Contractor for the use of Aquatic Invasive Species Prevention Program funding for activities and objectives consistent with the AIS Program regulations established by the State of Minnesota; and

WHEREAS, the Contractor affirms it has the training, experience, and knowledge to undertake the project proposed in its application for funding.

THEREFORE, for good and valuable consideration, the parties agree as follows:

1. TERM OF SERVICE

This agreement will be considered effective _____ and will continue through _____ unless sooner completed or terminated as provided herein. Upon agreement of the County and Contractor, this agreement may be renewed for one year provided that Contractor has made satisfactory progress in performance of the project and activities herein described.

2. SCOPE OF WORK

Contractor will provide goods and services consistent with its AIS Program application for funding (submitted for the _____ funding deadline), as indicated in Attachment A to this agreement, at the location(s) identified by County. The Contractor will be responsible for project costs in excess of the AIS Program award and completion of the project as described in the Scope of Work. Contractor shall provide its own tools, if necessary, and shall report the results of its performance of this Agreement to County.

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Contractor and shall submit evidence of same to County when requested.

3. PERSONNEL

The Contractor will provide all personnel needed to complete the project and activities under this agreement. The Contractor will appoint a person responsible for the overall administration of the services and communication with the County.

4. RESPONSIBILITY OF THE COUNTY

The County will review payment requests using appropriate contract performance measurements for the Contractor's application and this Agreement, and will process such requests in a timely manner.

5. COMPENSATION

The total amount of AIS Program funding available to the Contractor under this agreement will not exceed _____. The County will only reimburse Contractor for eligible expenses incurred by its performance of the work if specifically indicated in Attachment A.

6. PAYMENT PROCEDURES

Reimbursement for eligible expenses under this agreement is contingent upon County receipt and review of progress reports and other documentation County may require to substantiate Contractor compliance with agreement. The County agrees to pay invoices within thirty-five (35) days from receipt of the completion of services or receipt of the invoice(s), whichever is later, unless the County in good faith disputes the obligation. Minn. Stat. § 471.425.

7. RECORDS AUDITING AND RETENTION

Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor by the County, be delivered without cost to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

9. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

Contractor is hereby notified that the requirements of Minn. Stat. § 13.05, subd. 11 may apply to this Contract. Contractor shall administer and protect any and all government data according to

the provisions of the Minnesota Government Data Practices Act, codified at Minnesota Statutes Chapter 13.

10. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all sub-contractors.

11. NON-DISCLOSURE OF INFORMATION OR DATA

Pursuant to Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by Contractor under this Agreement may be released to the public by Contractor or its employees or representatives.

It is further understood that Contractor shall not, unless otherwise authorized by County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, or meetings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the County for response.

12. COMPLIANCE WITH NONDISCRIMINATION LAWS

Contractor agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age.

13. INDEMNIFICATION

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth herein, it shall at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled "**INSURANCE.**"

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

14. INSURANCE

The insurance described below must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with St. Louis County Purchasing Division within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Contractor shall secure an endorsement to each policy requiring a 10-day notice of

cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.

The County reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of the same coverage.

14.1 General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

14.2 Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant. \$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

14.3 Workers' Compensation

Per statutory requirements. Attached Certificate of Compliance must be executed and filed with St. Louis County.

14.4 Professional Liability Insurance

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Contractor, its agent and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

15. MODIFICATIONS/ADDENDA

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Contractor. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

16. TERMINATION

16.1 If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately terminate this Agreement in its entirety.

16.2 This Agreement may be terminated without cause by the County upon thirty (30) days advance written notice to Contractor.

16.3 The 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.

- 16.4 Contractor shall be paid for actual work done to the date of termination. All documents completed by Contractor through the date of termination shall become the property of the County.
- 16.5 This Agreement is contingent upon the County's receipt of sufficient funding from the State of Minnesota. In the event County does not receive the anticipated grant of funds, this Agreement may be terminated immediately without payment to Contractor. Before commencing any work in accordance with this Agreement, Contractor should confirm with County that funding is available.

17. NOTICES/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Contractor

County

18. OTHER CONDITIONS

18.1 Compliance with Laws/Standards

Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which contractor is responsible.

18.2 Licenses

Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

18.3 Minnesota Law to Govern

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings arising from or relating to this Agreement shall be filed in Duluth, Minnesota; venue shall be in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

18.4 Worker's Compensation Insurance

Contractor shall execute the Certification of Worker's Compensation Insurance attached as Attachment B.

18.5 Publications

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the

Contractor or its employees individually or jointly with others or any subcontractors, shall identify the County as the sponsoring agency.

19. WAIVER

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

20. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.

21. ORDER OF PRECEDENCE

In all instances where any language in any attachment or Exhibit attached hereto is different from, additional to, or inconsistent with the main body of this Agreement for Services (all sections and the recitals), the main body of this Agreement for Services (all sections and the recitals) shall govern and control.

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22. FINAL AGREEMENT

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

CONTRACTOR

COUNTY OF ST. LOUIS

BY: _____

BY: _____

Patrick Boyle, Chair
County Board of Commissioners

Date: _____

Date: _____

BY: _____

Nancy Nilsen
Auditor

Date: _____

APPROVED AS TO FORM & EXECUTION:

BY: _____

Thomas Stanley
Assistant County Attorney

Date: _____

Damion No. 2020-12345

ATTACHMENT A

SERVICES AND GOODS PROVIDED BY CONTRACTOR

ATTACHMENT B

**CERTIFICATION OF COMPLIANCE WITH
MINNESOTA WORKERS COMPENSATION LAW
Minn. Stat. • 176.182**

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. In addition, the County shall not be bound by a contract for the doing of any public work before receiving acceptable evidence of compliance with workers compensation insurance coverage requirements. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: _____

(Not the insurance agency)

Policy No: _____

Dates of Coverage: _____

OR

Applicant is not required to have workers compensation liability coverage because: (check one)

Applicant has no employees;

Applicant is self-insured (include a copy of your permit to self-insure);

Applicant has no employees who are covered by workers compensation;

OR

Certificate of Insurance is attached.

GRANTEE/CONTRACTOR (signature required):

By: _____

Date: _____