

Ramsey County Grant Agreement

This Grant Agreement is between Ramsey County, acting through its [Insert County department and address] ("County") and [Insert grantee's name and address] ("Grantee").

Background

- A. The County is empowered to enter into this grant agreement.
- B. [if applicable] The County requested applications for the [grant program name].
- C. The Grantee agrees to perform all services described in this grant agreement to the satisfaction of the County.

Terms and Conditions

1. Grantee Duties

The Grantee, who is not a County employee, will undertake the following activities within the following timeline and in accordance with the attached workplan and budget:

- [include summary of program goals, obligations and other duties of the grantee; this may be easily pulled from the grant solicitation.]
- Activities and workplan described in Attachment A, which is attached and made a part of this Agreement.
- The Grantee will submit a narrative report for the project to Ramsey County staff, using a report format provided by the County. The report will become the property of Ramsey County. Information provided in the report may be used in future publications by Ramsey County (without individual names/identifying information). The reports are due to the County after grant execution according to the following schedule: [include schedule here].
- [if applicable] Grantee agrees that it will comply with any additional reporting required for financial oversight, including but not limited to its use of gift cards, or stipends for client services, or purchases of equipment.
- [if applicable] The Grantee shall ensure it has a Background Check policy in place and shall perform background checks on all staff, volunteers, and subcontractors who may have contact with those receiving services under this Agreement. Grantee shall maintain records of completed and passed background checks. Grantee's background check policies and records of completion shall be made available to the County upon request.
- [if applicable, add fiscal agent terms] The Grantee will act as a fiscal agent for [applicant entity/organization]. As the fiscal agent, Grantee agrees to sponsor the work under this Agreement and will assume administrative, programmatic, financial, and legal responsibility for this Agreement with the County. The Grantee agrees that the necessary fiscal agent agreement between the Grantee and the [applicant entity/organization] has been or will be executed to ensure the necessary oversight to ensure services and accounting per the terms of this Agreement. Upon request, the Grantee will provide the County with the Agreement and policies and practices for ensuring performance under this Agreement. For the avoidance of doubt,

Grantee is responsible for the proper management of funding and oversight of services and requirements under this Agreement, including breach.

- [if applicable] Grantee agrees that funding under this Agreement will not be used to fund religious worship, instruction, or proselytization. Funds will support non-religious social services only.
- During the term of the Agreement, the County reserves the right to add similar in scope services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2. Racial Equity

The County is committed to advancing racial equity for its residents. The commitment is captured in the County's Advancing Racial Equity Policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity Policy, the Grantee will take all reasonable measures to advance racial equity during grant performance. Grantee recognizes and acknowledges this requires deconstructing barriers and changing systems, structures, policies, and procedures. Grantee will be equitable, inclusive, transparent, respectful, and impactful in serving and engaging residents. Grantee will have meaningful and authentic engagement of community and employees to strengthen the administration, development, and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to grant services.

3. Term

- a. Effective date:
[insert start date], or the date the County obtains all required signatures, no work can begin, and no payments will be made to the Grantee until this grant agreement is fully executed.
- b. Expiration date:
[insert end date], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

4. Consideration and Terms of Payment

- a. The total obligation of the County for all compensation to Grantee shall not exceed [spell out total grant amount, i.e., *One hundred thousand*] Dollars (\$XX).
- b. [if an advance is applicable and approved] Reimbursement shall be one initial cash advance payment of \$00.00 dollars (\$xxxx) followed by [monthly] cost reimbursement based on the previous [month's] expenses as documented by receipts, invoices and time sheets. The County will promptly pay the Grantee after the Grantee presents an itemized invoice for the services performed and the County's Authorized Representative accepts the invoiced services.

All advance payments must be reconciled. If actual expenditures of the Grantee are less than provided in the cash advance and any subsequent payments, the Grantee shall remit excess funds to the County no later than 60 days following the end of this Agreement's Term, or within 12 months of issuance of the advance, whichever occurs first.

The parties agree that an initial cash advance payment is necessary for [insert reasoning for advance payment for example, *to ensure Grantee has the funding to meet the immediate cash requirements in carrying out the services under this Agreement*].

- c. [insert funding requirements here for local, state or federal funds, for example, if the grantee will be considered a subrecipient of federal funds, the required subrecipient terms would be included here mirroring what we have been using for ARPA and CARES funds. Also, if this is a state grant award funding for subgrantees, review the state's terms and conditions to see if additional requirements should be included for grantees and applicable state policies.]

For example: Some or all of the payments under this Agreement may be made from federal funds obtained by the County through the American Rescue Plan Act of 2021 (Public Law 117-2 and amendments thereto), Catalog of Federal Domestic Assistance (CFDA) No. 21.027 and Federal Award Identification Number SLFRP0236 ("American Rescue Plan", "ARPA"). Therefore, Contractor agrees to comply with the American Rescue Plan Act, as amended, as well as the rules of any regulatory body under the American Rescue Plan Act.]

5. **Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the County to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representative**

The County's Authorized Representative is [insert County rep name and email], who has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [insert Grantee name, and email]. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the County in writing.

7. **Data Practices**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release

of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

The Grantee shall take all reasonable measures to secure all data collected, created, received, maintained or disseminated for any purpose during the course of the Grantee's performance of this Agreement. Grantee shall ensure access to County data during its performance is limited to those persons with a need to know for the provision of services by the Grantee. At the end of the Agreement all County data will be purged from the Grantee's computers and storage devices used for the services and the Grantee shall give the County written verification that the data has been purged.

The parties expressly agree that "protected health information" as defined by the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement and Contractor shall not be considered a "business associate" of the County in connection with this Agreement. If Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, Contractor shall be responsible for its own compliance.

[if applicable] Further, the Grantee is made an agent of the "welfare system" as defined in Minn. Stat. section 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disclosed by contractor in performing its duties under the resulting contract is explicitly subject to the protections of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Ch. 13. Accordingly, the Grantee shall ensure that employees and agents comply with and are properly trained on applicable laws and regulations including completing, as required, data privacy training provided by the County. Further, the Grantee shall ensure that all required notices are provided to participants consistent with Minn. Ch. 13, including Tennessee warnings. The County can provide a sample notice upon request from the Grantee.

8. Miscellaneous Terms. [Depending on the type of services the county contracts for, specific terms may apply.]

9. Compliance with Applicable Law

The Grantee agrees to comply with all applicable federal, state and local laws, regulations or ordinances.

10. Audit

The Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Indemnification

The Grantee shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including

attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Grantee, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the Grantee's obligations pursuant to this Agreement.

12. Insurance

It is the responsibility of the Grantee to purchase and maintain such insurance as will protect the Grantee from claims which may arise out of or result from operations and services of the Grantee under the terms of this Agreement.

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 County 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 County's obligation or responsibility.

[add additional, applicable insurance requirements here, for example, auto or commercial general liability if it has been deemed necessary.]

13. Termination

a. Termination by the County

The County may immediately terminate this grant agreement 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.

b. Termination for Cause

The County may immediately terminate this grant agreement if the County 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 County may take action to protect the interests of the County, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

c. Termination for Insufficient Funding

The County may immediately terminate this grant agreement if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

14. Assignment

Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, including authorized representatives.

15. Amendments

Any amendment to this Agreement must be written and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, including authorized representatives.

16. Financial Reports

The Grantee shall submit, if requested by the County in its sole discretion, an audited financial report that shows how funds received from the County pursuant to this Agreement were disbursed.

17. Waiver

If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or County's right to enforce it.

18. Severability

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

19. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party including but not limited to: war, storms, flooding, fire, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

20. Conflict of Interest

The Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement and may result in immediate termination.

21. Respectful Workplace and Violence Prevention

The Grantee shall make all reasonable efforts to ensure that the Grantee's employees, officers, agents, subgrantees, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

22. Publicity and Endorsement

a. Publicity

Any publicity regarding the subject matter of this grant agreement must not be released without prior written approval from the County's Authorized Representative. 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 subgrantees and subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

b. Endorsement

The Grantee must not claim that the County endorses its products or services.

c. [include any specific communications, marketing or other prior approval necessary by the grantee, many of these are department specific.]

23. 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.

24. Entire Agreement

This Agreement contains all negotiations and agreements between the County and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed:

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

Ramsey County

By:

Title:

Date: