

GRANT AGREEMENT

This Agreement is made and entered into by and between the County of Washington through its Department of Public Health and Environment, hereinafter referred to as the "Grantor," and the Brown's Creek Watershed District (GRANTEE), hereinafter referred to as the "Grantee."

WHEREAS, Washington County has received Aquatic Invasive Species (AIS) Prevention Aid funds from the State of Minnesota to distribute as grants to organizations working to prevent the spread of AIS; and

WHEREAS, Washington County solicited proposals from organizations that will work to prevent the further spread of aquatic invasive species; and

WHEREAS, the Brown's Creek Watershed District submitted such proposal; and

WHEREAS, Washington County as Grantor chose to provide this grant to the Brown's Creek Watershed District as Grantee to partially fund implementation of Grantee's plan,

NOW, THEREFORE, the parties hereto agree as follows:

I. TERM

The term of the Agreement shall be from the date of final signature to November 20, 2026.

II. THE GRANTOR'S OBLIGATION

The Grantor will grant to the Grantee the amount of \$4000 in furtherance of the activities set forth in Section III below. Grant funds can only be used for treatment of the specified AIS and/or delineations.

III. THE GRANTEE'S OBLIGATIONS

1. The Grantee shall engage in the activities outlined in Attachment A in order to prevent the spread of aquatic invasive species.
2. Aquatic weed and species removal comes with some potential unique risks that may include underwater diving. Grantees, and their subcontractors, must comply with all state and federal occupational safety and health standards, including Subpart T Commercial Diving of 29 CFR 1910, if applicable.

IV. CONTACTS

The following people will be the primary contacts for all matters concerning this Agreement:

Adriana Atcheson
Public Health & Environment
Washington County
651-430-6716

Karen Kill
Brown's Creek Watershed District
651-330-8220

V. PAYMENT

Payment shall be made after the date of final signature in the amount of \$4,000 upon final completion of project, upon receipt of properly itemized and documented invoices. Invoices shall identify the service and deliverables provided and the number of hours by classification of staff time expended for each service (where applicable).

- A. It is understood and agreed by the parties that payments by the Grantor to the Grantee under this Agreement are dependent upon payments to the Grantor from State sources. The parties agree, therefore, that payment to the Grantor from the State government is a condition subsequent of this Agreement; and if State payment is not obtained or continued or is decreased by any amount, the Grantor may reduce or terminate this Agreement by giving Grantee 30 days' notice of termination.
- B. If the Agreement is terminated because of the occurrence of the aforementioned condition subsequent, the Grantee shall only be entitled to the actual cost of the services rendered up to the amount of the scheduled first payment received from the State.
- C. In instances where State payment is decreased, the parties may negotiate a decrease in the amount of services provided in the Agreement. The parties agree that the Grantor's decision not to terminate shall be sufficient consideration for any modification of the Agreement.

VI. POSSESSION OF FIREARMS

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

VII. DATA PRIVACY

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Grantee, because of this agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Grantee is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Grantee.

VIII. INDEMNITY CLAUSE

The Grantee agrees that it will indemnify and hold harmless the Grantor, its officers and employees, against any and all liability, loss, costs, damages and expenses which the Grantor, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Grantee's performance or failure to adequately perform its obligations pursuant to this Agreement.

IX. INSURANCE

The Grantee agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.

- C. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Grantee will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with the County throughout the term of the Contract. As a condition subsequent to this Contract, Grantee shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Grantee to maintain a current certificate of insurance with the County shall be a substantial breach of the Contract and payments on the Contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

X. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the County or the Department. No tenure or any rights or benefits, including workers compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees shall accrue to the GRANTEE or employees of the GRANTEE performing services under this Agreement.

XI. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY AND RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the GRANTEE will:

- 1) Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- 2) Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.

XII. MATERIAL AND WORK PERFORMANCE

All reports, memoranda, referrals, and correspondence generated by the Grantee in fulfilling this Agreement shall become the property of the County. The Grantee shall prepare and maintain all records required by the County to substantiate the amount and types of services rendered and for other purposes. The County shall inform the Grantee of the need for and nature of all such records.

XIII. NON DISCRIMINATION

The Grantee agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Grantee's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XIV: DEFAULT AND CANCELLATION

If the GRANTEE 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 default. Unless the GRANTEE's default is excused, the County may upon written notice immediately cancel this Agreement in its entirety.

This Agreement may be cancelled, with or without cause, by either party upon seven (7) days written notice. If this Agreement is cancelled without cause the GRANTEE shall be entitled to keep grant funds for the services rendered up to the date of cancellation and will return to the County pursuant to Section III herein those funds not yet utilized.

XV. SUBCONTRACTS

The Grantee shall not subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without notifying the County in writing or via email. The Grantee shall ensure and require that any subcontractor agrees to and complies with all of the terms of this Agreement. Any subcontractor of the Grantee used to perform any portion of this Agreement shall report to and bill the Grantee directly. The Grantee shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

XVI. MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

XVII. SEVERABILITY

Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

XVIII. CONFLICT OF INTEREST

Grantee affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Grantee agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Unless waived by the County, a conflict or potential conflict may, in the County's discretion, be cause for cancellation or termination of this Contract.

XIX. JURISDICTION & VENUE:

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XX. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Contract with the County. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or Contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - b. violating any federal or state antitrust statutes, or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. Shall immediately give written notice to the Contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

IN WITNESS WHEREOF, the parties have executed this Grant agreement on the dates indicated below.

WASHINGTON COUNTY

BROWN'S CREEK WATERSHED DISTRICT

BY: _____
David Brummel, Director Date
Public Health & Environment

BY: _____
Karen Kill, Administrator Date

APPROVED AS TO FORM

BY: _____
Date

**Attachment A: 2026 Washington County
CLA Treatment Grant
Brown's Creek Watershed District Curly-leaf Pondweed Treatment Work Plan**

Activity	Timeline	Budget
CLP herbicide treatment	April/May 2026	\$5,000
Post-treatment meander survey	June 2026	\$2,488
	Total	\$7,488

Attachment B: Reporting Requirements

I. Additional Funds Leveraged

Organization	Funds Contributed
<i>Ex.) Washington County</i>	<i>\$4,000</i>

II. Treatment method and herbicide(s) used:

Include types, amounts, and final cost of chemicals used in treatment process and where applied. The applicator is required to file treatment reports for each area treated and will send a copy to the DNR, Washington County, and GRANTEE.

III. Results of spring delineation of curly-leaf pondweed:

Submit a map and provide summary of the areas of curly-leaf pondweed to receive treatment – including specific acreage.

IV. Results of midsummer post treatment assessment for both native plants and curly-leaf pondweed:

V. Results of late summer post treatment assessment for both native plants and curly-leaf pondweed:

VI. Photos of treatment activities:

VII. Additional Information GRANTEE would like to share: