



Office of Administration

Molly F. O'Rourke, County Administrator

Kevin Corbid, Deputy Administrator

**REQUEST FOR PROPOSALS (RFP)
TO PREVENT THE SPREAD OF AQUATIC INVASIVE SPECIES
IN WASHINGTON COUNTY**

Issued by: Washington County Office of Administration

RFP Release Date: January 13, 2015

This RFP contains the following sections:

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1. GENERAL INFORMATION

1.1 Purpose: Washington County (WC) is issuing this Request for Proposals (RFP) to distribute the State of Minnesota's Aquatic Invasive Species Prevention Aid of approximately \$202,000 for a project or projects that will impact Washington County.

1.2 Eligibility: Those eligible to propose projects and compete for available funds include, but are not limited to, community organizations, townships, municipalities, watershed organizations, lake associations, County departments, consultants and firms. Projects must comply with state statutes requiring that funds are to be used "solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the County." Statutory requirements can be reviewed at: www.revisor.mn.gov/statutes/?id=477A.19

1.3 Partnerships: It is recognized that a project proposer may want to partner with others. Washington County will accept and encourages proposals that include more than one entity.

1.4 Proposal Submittal Deadline: All proposals are due February 18, 2015 by 4:30 p.m.

1.5 Target Dates: The following dates are targets for each step in this selection process. After the proposal submittal deadline, these dates may require adjustment.
City/Township Opportunity to Review Proposals: **February 18-March 6, 2015**

Interviews: **February 26-27, 2015**

Projects Selected: **March 16, 2015**

Project Scope, Milestones, Timelines and Grant Agreement(s) Finalized: **March 16-31, 2015**

Contract Approved: **April 3, 2015**

Final Report Completed and Project Documentation Submitted: **December 15, 2015**

The term of the agreement(s) is anticipated to be from **April 3, 2015 through December 31, 2015**.

The County seeks to have the work substantially or entirely completed prior to the end of 2015.

1.6 Ownership of Proposals: Upon submission, all proposals become the property of Washington County and will not be returned to the proposers. By submitting a proposal, the proposer agrees that Washington County may copy the proposal to facilitate evaluation or to respond to requests for public data and warrants and not be violating the rights of any third party, including copyrights.

1.7 Proposer's Experience: If requested by Washington County, a proposer shall provide current information and data regarding its financial resources and organization within five (5) working days and prior to the award of a grant. Washington County aims to hire an entity with proven experience in successfully planning and implementing projects. Washington County has the right to take steps it deems necessary to determine the ability of the proposer to perform the work. To remain eligible, a proposer needs to provide the requested information. Washington County reserves the right to reject a proposal if it is not fully persuaded the proposer is qualified to effectively carry out the project or terms of the grant agreement.

1.8 Amendments: Washington County reserves the right to amend this RFP at any time.

2. PROJECT ELIGIBILITY

Washington County (WC) is issuing this Request for Proposals (RFP) to distribute the State of Minnesota's Aquatic Invasive Species Prevention Aid for projects that will positively impact on Washington County. The County will consider a range of prevention-focused project proposals that fall within the Department of Natural Resources' suggested Local AIS Plan Framework (See Attachment A). Those eligible to propose projects and compete for available funds include, but are not limited to, community organizations, townships, municipalities, watershed organizations, lake associations, County departments, consultants and firms. The County encourages collaborative proposals when it will strengthen overall project effectiveness and outcomes. Proposers are encouraged to seek letters of support for their projects from the communities potentially impacted by the project.

The DNR's Local AIS Plan Framework/Attachment A includes activities addressing aquatic invasive species prevention that fall into the following categories:

- Assess the County's resources and risk of AIS introduction
- Increase County enforcement resources
- Increase public awareness and participation in prevention
- Increase available resources and leverage partnerships
- Broaden knowledge and participation in early detection and rapid response activities
- Manage existing populations of aquatic invasive species
- Address specific pathways of introduction

Specific projects and further detail related to each of these areas can be found in Attachment A.

In the event a proposer has a prevention-related aquatic invasive species project that does not fall within the above Framework, County staff would like to be made aware of it. Please contact: june.mathiowetz@co.washington.mn.us

3. PROPOSAL SUBMITTAL PROCEDURES

3.1 Proposals conforming to the requirements set out below must be received no later than **4:30 p.m. on February 18, 2015**. Modifications to proposals already submitted will be allowed if submitted in writing prior to this submittal deadline.

3.2 Please limit proposal packets to no more than **10 pages in length (5 pages double-sided)**. Proposals may be submitted via e-mail in Adobe Acrobat format. You will receive an e-mail confirmation of receipt of the proposal from June Mathiowetz. If you do not, you will want to follow-up with June Mathiowetz to assure your proposal has been received.

3.3 All proposals can be sent to:

June Mathiowetz, Senior Planner
Office of Administration, Room 5506
Washington County 14949 62nd Street N.
Stillwater, MN 55082
(651) 430-6016
june.mathiowetz@co.washington.mn.us

3.4 Proposal Questions: The County will not hold a pre-submittal proposer's meeting. Instead all questions regarding this RFP must be sent via e-mail to: june.mathiowetz@co.washington.mn.us Only written questions will receive responses. Washington County reserves the right to disregard questions received after **4:00 p.m. on Monday, February 16, 2015**. If a question pertains to a clarification of this RFP, the question and answer will be forwarded to all other proposers upon request. **A copy of all written questions and responses will be distributed to interested proposers no later than 12 noon on Tuesday, February 17, 2015. If you wish to receive a copy of this information, please send an e-mail to June Mathiowetz requesting it.**

4. PROPOSAL CONTENT

4.1 Cover Page: List the RFP subject, the name of your firm, organization or entity, the name of primary contact person, local address, website, telephone number, e-mail address and date. List the names of other firms or individuals participating in the proposal, if any.

4.2 Table of Contents: Clearly identify proposal content by section and page number. Sections may include: Profile, Project Description, Scope of Work, Implementation Plan, Deliverables and Performance Measurements, Timeline, Outreach, Collaborations, Letters of Support, Evidence Supporting Proposed Approach, Budget, Prior Washington County Work, and Potential Conflicts of Interest.

4.3 Proposal Content: At a minimum, the proposal needs to include:

4.3.1 Profile: A description of the areas of expertise and general services available through your entity, organization and/or firm and partnering subcontractors, if any. Please also provide the name, experience, qualifications and resume of the primary person and partnering

subcontractors who will be responsible for fulfilling the obligations of the agreement, including a specific description of experience working on aquatic invasive species or relevant area. Include a description of your data analysis and research capabilities, if relevant. Please note that no change in personnel assigned to the project will be permitted without the written approval of the County's contract manager.

4.3.2 Project Description: A clear articulation of the project goal(s) and scope of work to be undertaken including identification of major tasks to be accomplished.

4.3.3 Implementation Plan, Deliverables and Performance Measurements: A clear articulation of the project's implementation plan, deliverables and performance measurements.

4.3.4 Timeline: A general timeline of planned activities, deliverables, meetings, presentations, etc.

4.3.5 Outreach/Collaborations/Letters of Support: Please describe any outreach, collaborations or partnerships that will occur as part of this project. Letters of support from affected entities such as townships, municipalities, watershed organizations, and other community organizations demonstrating support for projects are encouraged.

4.3.6 Evidence Supporting Approach: Please cite the scientific evidence supporting why the proposed approach will be effective and achieve anticipated results, if relevant.

4.3.7 Budget: Please provide a project budget including a breakout of all fees and/or charges that may arise for provided services. These categories may include: Staff Time, Supplies, Equipment, Consultant Services, Other.

4.3.8 Prior Washington County Work and Potential Conflicts of Interest: Please provide a list of previous or current activities performed for Washington County or any communities within the County by any of the individuals or firms involved in the project. Describe any potential conflicts of interest the firm or partners might have providing services to the County.

4.4 Acceptance of Grant Agreement: The proposal shall affirmatively state that the proposer accepts all the General Proposal Requirements of this RFP and the Grant Agreement Terms in APPENDIX B; any alterations need to be fully described and justified.

4.5 County Participation: If the assistance of Washington County staff is sought for any project, the proposal must clearly describe how their participation will be needed and whether any funds will be used to cover County staff contributions.

5. PROPOSAL EVALUATION AND GRANT AWARD

5.1 Washington County intends to award grants to the proposer(s) whose proposal represents the best value. A Selection Committee will be established to review proposals. Cities and townships will be given opportunities to provide feedback. The lowest cost will not be the sole determining factor in choosing a proposal.

The following evaluation criteria will be used:

CRITERIA	POINTS
Proposal’s likely overall long-term impact on aquatic invasive species prevention in Washington County or the region. This includes the proposer’s ability to clearly articulate the project goal/concept, define the implementation process, timeline and deliverables, and establish measures of performance	50
Proposer’s qualifications and demonstrated performance in delivering projects similar to that being proposed, including an effective interview and positive references	20
The degree of collaboration and/or outreach involved (especially with typically under-represented individuals or communities), the project’s ability to leverage additional funds, and/or the demonstrated support of other entities in the community	15
Proposed budget and expenses in relation to the breadth, depth and technicality of work proposed	15
TOTAL	100

5.2 All proposals that satisfy the requirements of this RFP will be considered and evaluated.

5.3 Based upon the evaluation, staff will recommend to the County Board the proposal or proposals judged to be the most responsive and responsible. The final selection of the grant awards will be made through formal County Board action.

5.4 No agreement may be formed with the County unless the County Board first approves the agreement and authorizes its execution.

5.5 The County shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal, attendance at interviews, preparation of a cost proposal or final contract negotiations.

5.6 Washington County reserves the right to accept or reject any or all proposals, to waive any defects or to cancel this RFP and advertise for new proposals where the acceptance, rejections, waiving or advertising of such would be in the best interest of Washington County.

5.7 Washington County reserves the right to request additional information from all proposers.

5.8 Washington County reserves the right to negotiate with the successful proposer to arrive at a proposed agreement in the event that the price exceeds the available funds.

6. GRANT AGREEMENT EXECUTION

6.1 Project Scope: After an entity is selected to receive funds, Washington County will collaborate with this entity to refine, elaborate upon and finalize the scope of work.

6.2 Terms and Conditions: The County reserves the right to negotiate the final terms and conditions of the grant to be executed. If the County and the consultant/firm/organization to whom an agreement is recommended to be awarded are unable to mutually agree upon the entire agreement, the County reserves the right to discontinue negotiations, select another proposer or reject all of the proposals. Upon completion of negotiations agreeable to the County and proposer an agreement shall be executed.

6.3 Terms of Engagement: The term of the agreement shall be from the time the agreement is executed through December 31, 2015. The agreement may be extended through mutual agreement by both parties.

6.4 General Agreement Requirements: Washington County will require the selected proposer to include the contents of this RFP and all representations, warranties and commitments in the proposal as agreement obligations. Washington County's required agreement terms are set forth in Attachment B.

7. COUNTY INFORMATION

Washington County is located on the eastern edge of the Twin Cities Metropolitan Area. Encompassing 423 square miles of land and water surface, it is the fifth smallest County in the state. It is 38 miles from north to south and 14 miles from east to west. The County's eastern border is defined by the St. Croix River, which separates the states of Minnesota and Wisconsin. To the south and southwest the County is bounded by 16 miles of the commercially-navigable Mississippi River. This western boundary is five miles from the Minnesota state capital.

The County has historically played a diverse role in the region, serving the Twin Cities Metropolitan Area with its commercial, industrial, natural, and agricultural resources. Today, the County is no less diverse. Its land use pattern includes historic river towns and villages, rural fringes, exurban residential communities, and growing suburban communities interspersed with natural areas, wetlands, lakes, bluff lands, and agricultural lands. In 2005, the Metropolitan Council classified the County's land use as 17% residential, 1.2% commercial, 1.9% industrial, 9% institutional/recreational, 9% open water, and 61% non-urbanized.

The County is organized into 27 cities and 6 townships. The County seat is Stillwater. The Metropolitan Council estimated that 243,259 people resided in Washington County in 2012 and that the County's population would increase by almost 40 percent by 2040 to 337,510. The rapid population growth of the 1980s and 1990s concentrated in the County's three largest cities of Oakdale, Cottage Grove, and Woodbury. This trend of growth concentration is expected to continue through 2030 when two-thirds of the County's population is expected to be housed in the western communities of Woodbury, Cottage Grove, Oakdale, Hugo and Forest Lake.

More information about the County, including maps and demographics, can be found on the County's [website](#).

Additional background that may be useful includes the following:

To view the Washington County Board's Resolution from December 9, 2014 accepting state aquatic invasive species funding and the related PowerPoint:
www.co.washington.mn.us/AgendaCenter/ViewFile/Agenda/12092014-426

To view the Department of Natural Resources Infested Waters List by County :
www.dnr.state.mn.us/invasives/ais/infested.html

To view a list of Washington County's Water Access Points and Maps:
www.dnr.state.mn.us/water_access/twincities/washington.html

To read the Minnesota State Management Plan for Invasive Species, St. Paul, Minnesota Invasive Species Advisory Council, October 2009:
http://files.dnr.state.mn.us/natural_resources/invasives/state_invasive_species_plan.pdf

**APPENDIX A
MN DEPARTMENT OF NATURAL RESOURCES
SUGGESTED LOCAL AIS PLAN FRAMEWORK**

Example action for County plan	How action supports AIS prevention	Element in state plan
Assess the County’s resources and risk of AIS introduction		
Understand the variety of pathways of introduction to local waters.	Knowing the common pathways by which AIS can be spread is essential to effective prevention.	Prevention – Understand Risks
Using MNDNR’s list of water bodies that are designated as infested in the County, identify linkages to other water bodies.	Some AIS may travel or be more easily transported between infested waters and other connected water bodies; knowing these linkages will help prioritize prevention resources.	Prevention – Understand Risks
Install traffic counters at select public accesses.	This action will help the County prioritize resources in the future by quantifying the use at different water bodies.	Prevention – Understand Risks
Increase County enforcement resources		
Ensure that the County’s peace officers, including water safety patrol staff, have been trained to enforce AIS laws and increase the number of peace officers within the County.	This action will extend the capacity of local enforcement to ensure compliance with AIS laws.	Prevention – Enforcement
Utilize County AIS deputies to patrol roadways near infested lakes to issue compliance checks with AIS laws.	Compliance checks away from boat launches can be effective at communicating the presence of law enforcement and help to educate lake users on the seriousness of AIS laws and the penalties for infractions.	Prevention – Enforcement
Increase watercraft inspections within the County by hiring authorized watercraft inspectors through a delegation agreement with the MNDNR.	Watercraft inspectors can help spread accurate messages to boaters and help prevent the spread of AIS.	Early Detection, Rapid Response, and Containment – Public Awareness

Example action for County plan	How action supports AIS prevention	Element in state plan
Ensure that local authorities are aware of state regulations that prohibit transport of prohibited invasive species, aquatic plants, and water from designated infested waters.	Consistent enforcement of AIS regulations aimed at containment will help to prevent the further spread of AIS.	Early Detection, Rapid Response, and Containment – Enforcement
Increase public awareness and participation in prevention		
Train County field staff (e.g., zoning, septic system, land department) on practices to avoid spreading invasive species.	County staff can take simple steps to prevent AIS spread or new introductions, and can also set an example for businesses and individuals in the County.	Prevention – Research and Technologies
Ensure that local businesses are reducing the risk of AIS spread in their operations; for example, lake service providers are now required to be certified by the MNDNR.	The day-to-day operations of some businesses, whether regulated or not, can pose a risk of AIS spread.	Prevention – Research and Technologies
Develop methods and local training sessions to reduce risk of invasive species introduction through government and business operations.	The County will help prevent AIS spread by developing and sharing new risk-reduction methods and by identifying actions and operations that could contribute to AIS spread.	Prevention – Research and Technologies
Develop curricula for schools and informal education materials for events such as County fairs to support youth education about AIS.	Young people can help prevent the spread of AIS through their own actions and by modeling their knowledge and actions to their families.	Prevention – Public Awareness
Develop and distribute AIS prevention messages targeting riparian landowners who launch watercraft from their own private residential access	Many watercraft enter lakes and rivers from private residential property and are not reached by education and prevention efforts directed at public accesses and cooperating private non-residential accesses	Prevention – Public Awareness
Collaborate with other counties, watershed groups, and/or jurisdictions whose water bodies connect to the County’s to develop a regional approach to AIS prevention.	Because AIS and the individuals who could transport them do not stay inside County borders, effective coordination is necessary to prevent AIS spread.	Prevention – Regional Approaches

Example action for County plan	How action supports AIS prevention	Element in state plan
Train County field staff (e.g., zoning, septic system, land department) on management practices that will maintain and/or create diverse, native landscapes that are resilient to invasive species.	Making the environment more resistant to AIS can help prevent AIS infestation.	Prevention – Manage for Prevention
Hire seasonal educators, trained by the MN DNR, to distribute educational materials at selected public access points, and enlist additional volunteers to support this effort, particularly at high priority landings during peak usage times (holidays and weekends).	Targeting educational efforts to the users of a water body may help prevent AIS spread from or into that water body.	Early Detection, Rapid Response, and Containment – Public Awareness
Work with the Stop Aquatic Hitchhikers campaign to strengthen awareness of AIS issues in the County.	Consistent messaging such as that from the Stop Aquatic Hitchhikers ads may help educate individuals about their role in AIS prevention.	Early Detection, Rapid Response, and Containment – Public Awareness
Explore partnership opportunities with existing outreach efforts developed by the MNDNR and the Minnesota Sea Grant Program.	Leveraging existing communications materials ensures that the public receives accurate messages about rules and best practices related to AIS prevention.	Early Detection, Rapid Response, and Containment – Public Awareness
Develop educational materials targeted to buyers and sellers of aquatic plants and animals.	Targeting AIS prevention messages to activities that may present a risk of AIS spread may be more effective than generic public awareness messages.	Early Detection, Rapid Response, and Containment – Public Awareness

Example action for County plan	How action supports AIS prevention	Element in state plan
Develop tailored messages aimed at lake-related businesses (e.g., home builders, developers) and local government staff (e.g., County planners) regarding AIS prevention.	Ensuring that individuals are aware of AIS prevention measures that they can take in the course of their daily work will help to reduce the risk of AIS spread.	Early Detection, Rapid Response, and Containment – Public Awareness
Coordinate with the MNDNR to publicize new infestations at access sites, in lake association newsletters, and other local publications.	Timely and accurate notice of new AIS infestations empowers the public to help prevent the further spread of AIS.	Early Detection, Rapid Response, and Containment – Public Awareness Early Detection, Rapid Response, and Containment – Risk Reduction
Increase available resources and leverage partnerships		
Seek additional funds to implement unfunded actions in County prevention plan.	The effectiveness of AIS prevention actions can be limited by inadequate financial resources.	Prevention – Funding Early Detection, Rapid Response, and Containment – Funding Early Detection, Rapid Response, and Containment – Funding
Assist with funding local outreach and monitoring efforts by entities other than the County.	Overall AIS prevention efforts can be strengthened by supporting the capacity of other local organizations to conduct AIS outreach and monitoring activities.	Early Detection, Rapid Response, and Containment – Detection
Develop and maintain contacts with other local organizations, businesses, and government entities.	The participation of local partners is necessary for a County’s AIS prevention plan to be effective.	Leadership and Coordination - Local

Example action for County plan	How action supports AIS prevention	Element in state plan
Facilitate the establishment of local organizations such as County Coalitions of Lake Associations to create partners in implementing the County’s AIS prevention plan.	Additional partnerships among local organizations will increase the County’s capacity to implement its AIS prevention plan.	Leadership and Coordination - Local
Establish a grant program to support local efforts to prevent the spread of AIS.	By leveraging existing capacity of other local organizations, the County can maximize the effectiveness of its AIS prevention funds.	Leadership and Coordination - Local
Broaden knowledge of and participation in early detection and rapid response activities		
Obtain and distribute Watch ID cards from the Minnesota Sea Grant Program.	Finding new infestations of AIS early is key to preventing further spread, and ensuring that many people who use water resources know what AIS to look for maximizes the chance of early detection.	Early Detection, Rapid Response, and Containment – Detection
Encourage County staff, businesses, and individuals to submit samples of suspected AIS to the MNDNR.	The County can support early detection and prevention efforts by helping the MNDNR to quickly confirm new infestations of AIS.	Early Detection, Rapid Response, and Containment – Detection
Approve an early detection and rapid response program with County acting in a resource support agreement with the MNDNR.	This program will ensure that new infestations are properly reported and rapid response is deployed, if required.	Early Detection, Rapid Response, and Containment – Detection
Augment communication and reporting mechanisms for citizen monitoring of lakes and rivers.	Ensuring that local discoveries of AIS are quickly communicated to the right people will maximize prevention efforts related to new infestations.	Early Detection, Rapid Response, and Containment – Detection
Cultivate partnerships with organizations interested in AIS prevention (e.g., lake associations) to support AIS surveys in water bodies (infested and non-infested) and on docks and lifts.	Leveraging the resources of existing organizations will help to find new AIS infestations more efficiently and to prevent further spread of those AIS.	Early Detection, Rapid Response, and Containment – Prioritize

Example action for County plan	How action supports AIS prevention	Element in state plan
Manage existing populations of aquatic invasive species		
Where appropriate, use integrated pest management to control populations of high priority aquatic invasive plant species (e.g., Eurasian water milfoil, curly-leaf pondweed, flowering rush, purple loosestrife).	Effective management of existing AIS populations may reduce the likelihood of further spread.	Management of Invasive Species – Implement IPM Plans
Coordinate with the MNDNR for information on management of AIS, and adopt control plans utilizing safe and cost-effective techniques.	Effective management of existing AIS populations may help prevent further spread.	Management of Invasive Species - Coordination/ Communication
Contract with private vendors that possess the equipment, knowledge, and expertise to facilitate management of AIS in water bodies the County deems impaired or damaged by aquatic invasive species.	Effective management of existing AIS populations may help prevent further spread.	Management of Invasive Species - Implement IPM Plans
Evaluate AIS prevention efforts and cooperative relationships for possible improvements.	Participants at all levels can share input and new ideas to continuously improve the AIS prevention plan for the local area.	
Address specific pathways of introduction		
Investigate the cost and feasibility of purchasing decontamination trailers for use in cleaning boats and equipment used in infested lakes within the County.	Decontamination of watercraft is a key tool in preventing AIS spread.	N/A
Encourage the development of a boat decontamination service or partner with existing businesses like car washes that could provide such services.	Decontamination of watercraft is a key tool in preventing AIS spread.	N/A

Source of this Framework Document: www.dnr.state.mn.us/invasives/ais/prevention.html (See “Local Plan Template”)

ATTACHMENT B
2015 AGREEMENT FOR
AQUATIC INVASIVE SPECIES PREVENTION AID FUNDS TO
GRANTEE

This Agreement made and entered into by and between the County of Washington, hereinafter referred to as the “County,” and the (GRANTEE), hereinafter referred to as the “_____.”

The primary contact for all matters concerning this Agreement:

June Mathiowetz
Office of Administration
651-430-6016

WHEREAS, the Washington County Board of Commissioners has accepted State of Minnesota Aquatic Invasive Species Prevention Aid to distribute toward projects focused on Washington County, and

And WHEREAS, the County desires to fund GRANTEE to complete such a project following a competitive Request for Proposals process,

NOW, THEREFORE, the parties hereto agree as follows:

- I. Term:** The term of the Agreement shall be from April 3, 2015 to December 31, 2015.
- II. The County’s Obligation:** The County will provide GRANTEE an allocation in the amount of \$_____. These funds are to be used in furtherance of the activities set forth in EXHIBIT 1.
- III. GRANTEE Obligations:** The services set forth in EXHIBIT 1 shall be provided in an amount not to exceed the specified cost of each service. Dollars can be reallocated through consultation and written agreement with the County prior to completion of the service.

IV. Indemnification and Insurance:

- A. The GRANTEE agrees it will indemnify, and hold harmless the County, its officers and employees, against any and all liability, loss, costs, damages, and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the GRANTEE’s negligent performance or failure to adequately perform its obligations pursuant to this Agreement.
- B. The GRANTEE agrees that in order to protect itself as well as the County from claims arising out of GRANTEE’s activities under this Agreement, it will at all times during the term of this Agreement keep in force policies of insurance providing:
 - 1) General Liability, Professional Liability and Automobile Liability insurance.
 - 2) All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04.
 - 3) Workers’ Compensation Insurance. Limits per applicable State and Federal Laws.

4) County shall be endorsed as an Additional Insured on all policies obtained and maintained under this clause. All policies shall provide that they shall not be canceled, materially changed, or not renewed without thirty days prior notice thereof to the County.

5) Certificates of Insurance evidencing the insurance required under this clause must be provided to the County before the effective date of this Agreement and at other times during the term of this Agreement as requested by the County.

V. Data Privacy:

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the GRANTEE because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) where it applies. The GRANTEE agrees to abide by these statutes, rules and regulations and as they may be amended.

VI. 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 of benefits, including worker's 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.

VII. Nondiscrimination:

During the performance of the Agreement, the GRANTEE agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

VIII. Payment:

Payments for GRANTEE's Obligations shall be paid in ___ equal installments on _____ using no more than X percent of the total awarded grant funds as contained in Section II and reserving the final X percent of the project's grant funds to be paid after the final report and all other deliverables have been received and not later than December 31, 2015. If the project is not completed according to the agreed upon terms, all funds shall be returned to the County prior to December 31, 2015.

IX. Continued State Payment:

- A. It is understood and agreed by the parties that payments by the County to the GRANTEE under this Agreement are dependent upon payments to the County from State sources. The parties agree, therefore, that payment to the County 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 County may reduce or terminate this Agreement by giving GRANTEE 30 days' notice.
- 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 date of termination.
- 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 County's decision not to terminate shall be sufficient consideration for any modification of the Agreement.

X. Firearms Prohibited

Unless specifically required by the terms of this Agreement, no provider of services pursuant to this Agreement, including but not limited to employees, agents or subcontractors of GRANTEE shall carry or possess a firearm on County premises or while acting on behalf of Washington County pursuant to the terms of this Agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the County under law or equity. Violation of this provision is grounds for immediate suspension or termination of 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 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. 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.

XIV. Subcontracts

The GRANTEE shall not subcontract any portion of the work to be performed under this Agreement nor assign this Agreement without the prior written approval of the County. 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.

XV. 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.

XVI. 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.

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

WASHINGTON COUNTY

GRANTEE

BY: _____
Chair, County Board /Date

BY: _____
/Date
GRANTEE Chair

BY: _____
Molly O'Rourke /Date
County Administrator

BY: _____
/Date
GRANTEE Manager

APPROVED AS TO FORM

BY: _____
County Attorney /Date

BY: _____
County Attorney /Date

**EXHIBIT 1
WORK PLAN
(Framework to be made available at a later date)**