

HENNEPIN COUNTY

MINNESOTA

Request for Proposal

2027 Food Rescue Grant

Application Due Date: Wednesday, October 7, 2026, by 3:00 PM (CDT)

Virtual Pre-Application Conference: Thursday, September 10, 2026, at 3:00PM (CDT)

The meeting will be hosted by Microsoft Teams:

- Click here to join the meeting at the designated time
- [Join the meeting now](#)
- Meeting ID: 220 747 828 695 24
- Passcode: Re2s3TX9
- **Or call in (audio only)** 612-263-6117
- Phone Conference ID: 353 720 711#

Closing date for all questions: Tuesday, September 23, 2026, by 3:00 PM (CST)



Table of Contents

Request for Proposal	1
2026 Food Rescue Grant	1
Application Due Date: Tuesday, October 7, 2026, by 3:00 PM (CST)	1
1 Introduction	1
1.1 Project overview	1
1.2 The grant	1
1.3 Application format and content (Attachment 1)	2
2 General rules.....	2
2.1 Solicitation for Grant Application and Grant Overview.....	2
2.2 Application submission.....	2
2.3 Questions and communication restrictions.....	2
2.4 Addenda	3
2.5 County's right to withdraw, cancel, suspend and/or modify solicitation.....	3
2.6 Applicant's right to edit or cancel application.....	3
2.7 Applications will not be returned	4
2.8 Public disclosure of application documents.....	4
2.9 Applicant's costs.....	4
2.10 Applicant's ideas	4
2.11 Collusion.....	4
2.12 Conflict of interest.....	5
3 Evaluation and selection	5
3.1 Application evaluation and recommendation for selection.....	5
3.2 Evaluation of responsiveness.....	5
3.3 Evaluation of responsibility	6
3.4 Evaluation panel and evaluation criteria.....	6
3.5 Interviews/presentations.....	7
3.6 Execution of contract.....	7
4 Attachments.....	7
Attachment 1 – Food Rescue Grant Application Format and Content.....	10
Attachment 2 – Hennepin County Terms and Conditions	2

1 Introduction

1.1 Project overview

The Hennepin County Environment and Energy Department ("County") is soliciting Applications for new and existing food recovery services that collect and redistribute surplus food to feed residents. Note: the terms "food rescue" and "food recovery" are used interchangeably in this document.

In Hennepin County, enough edible food is discarded each year to fill Target Field 1.5 times. The majority of surplus food from restaurants, food retailers such as grocery stores, and households ends up in the trash. The impact of discarded food on our climate and environment is enormous, since food never eaten requires resources to grow, harvest, transport, and prepare – even when it ends up being discarded. The goal of the Food Rescue Grant program is to keep edible food out of the disposal system, conserve resources that went into producing food for human consumption, and feed people.

The total dollar amount available for food recovery is an estimated at \$400,000. There is no minimum per project and no match requirement. The maximum grant amount that can be requested for one organization is up to one hundred thousand dollars (\$100,000). Organizations collaborating to develop an application based on a shared vision and project may receive up to one hundred fifty thousand dollars (\$150,000). The County anticipates awarding multiple food recovery contracts from this solicitation.

1.2 The Grant

Applications for food rescue must include plans to collect, redistribute, and/or process food that would have been discarded. Food recovery activities must be within Hennepin County. Services are to develop new or expand current collection of edible food destined to be discarded and redistribute this food to feed people.

Anticipated outcomes of food recovery services include an increase in the redistribution of surplus food to those in need and decrease in the amount of food being sent to landfills and incinerators.

Eligible applicants

Applicants should be experienced in collection and redistribution of surplus food, although applicants with new ideas and projects are encouraged to apply. Applicants must:

- Be an eligible organization: food shelf or food recovery organization
- Have collection and distribution sites located in Hennepin County
- Be in "active/in good standing" status with the Minnesota Secretary of State

Ineligible organizations: Individuals, home-based businesses, government organizations and private businesses unless partnered with a food shelf or food recovery organization.

1.3 Scope of services (Attachment 1)

Additional scope of services is included, as Attachment 1 – Food Rescue Grant Scope of Services and Guidelines.

1.4 Application format and content (Attachment 2)

When submitting an Application, Applicants must follow the specific format and contents detailed in Attachment 2 – Food Rescue Grant Application Format and Content. Failure to do so will likely prolong the evaluation process.

2 General rules

2.1 Solicitation for Grant Application and Grant Overview

This Solicitation for Grant Application is an invitation for Applicants to submit a Grant Application to the County. It is a means by which the County may facilitate the acquisition of information related to awarding the Grant and is **NOT A COMMITMENT OR OBLIGATION TO AWARD ANY AMOUNT.**

Nothing in this application shall obligate County to (i) award any amount; (ii) award any subsequent grants; or (iii) pay or otherwise make any additional distributions.

Dates are subject to revision or cancellation by the County in its sole and absolute discretion.

2.2 Application submission

Applications will be received in the [Hennepin County Supplier Portal](#). In order to submit an Application, you must first register with the Supplier Portal. For more information on how to register, please go to the [Supplier Portal help page](#).

Applicants are strongly encouraged to make their submissions well in advance of the Application due date as the process may take some time to complete.

Failure to submit an Application on time may be grounds for rejection of the Application; however, the County reserves the right, in its sole and absolute discretion, to accept Applications after the Application due date.

2.3 Questions and communication restrictions

Questions concerning this solicitation should be submitted in writing via e-mail with the subject line Food Rescue Grant to the following:

Jenny Kedward, Food Waste Prevention Specialist at Jenny.Kedward@hennepin.us Copy to:
Christine Longwell, Senior Contract Specialist at christine.longwell@hennepin.us no later than
Question Due Tuesday, September 23, 2026, by 3:00 PM (CST).

Virtual Pre-Application Workshop is scheduled for **Thursday, September 10, 2026, at 9:00 AM (CST).**

To join the meeting will be hosted by Microsoft Teams:

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- Passcode: Re2s3TX9
- **Or call in (audio only)** 612-263-6117
- Phone Conference ID: 353 720 711#

Attendance to the Virtual Pre-Application Workshop is not mandatory or required to apply to the solicitation.

Applicants shall not communicate, verbally or otherwise, with any Hennepin County personnel or relevant consultant(s) concerning this solicitation, except for the persons listed in this section. This restriction may be suspended or removed by the authority and direction of the persons listed above. If any Applicant attempts or completes any unauthorized communication, Hennepin County may, in its sole and absolute discretion, reject the Applicant's application.

2.4 Addenda

The County reserves the right to modify the solicitation at any time prior to the Application due date. An addendum will be posted in the Supplier Portal if the solicitation is modified. Addenda may be viewed by clicking on the 'View Documents' on the Event Details page. It is the responsibility of each prospective Applicant to assure receipt of all addenda.

The County will modify the solicitation only by formal written addenda. Applicant's Application should be based on this solicitation document and any formal written addenda. Applicants should not rely on oral statements, including those occurring at pre-application meetings or site visits.

2.5 County's right to withdraw, cancel, suspend and/or modify solicitation

The County reserves the right to withdraw, cancel, suspend, and/or modify this solicitation for any reason and at any time with no liability to any prospective Applicant for any costs or expenses incurred in connection with the solicitation or otherwise.

2.6 Applicant's right to edit or cancel application

An application may be edited or cancelled in the Supplier Portal prior to the application due date. For instructions, view the Edit or Cancel a Response section of the [How to Respond to an Event Guide](#).

2.7 Applications will not be returned

Upon submission, applications will not be returned.

2.8 Public disclosure of application documents

Under Minnesota law, applications are private or nonpublic until the applications are opened on the application due date. Once the applications are opened, the name of the Applicant becomes public. All other data in the application is private/nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with a Applicant. At that time, all remaining data submitted by all Applicants is public with the exception of data classified as private/non-public trade secret data under Minn. Stat. § 13.37 of the Minnesota Government Data Practices Act.

Applicants must not submit trade secret material, as defined by Minn. Stat. § 13.37, as part of their application. The County does NOT consider cost or prices to be trade secret material, as defined by the statute. Applicants may present and discuss trade secret information during an interview or demonstration, if applicable.

The Applicant agrees, as a condition of submitting its application, that the County will not, as between the parties, be liable or accountable for any loss or damage which may result from a breach of confidentiality related to the application. The Applicant agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision. This indemnification survives the County's award of a contract. In submitting a application in response to this solicitation, the Applicant agrees that this indemnification survives as long as the Application is in the County's possession. The County is required to keep all the basic documents related to its contracts, including solicitation applications, for a minimum of seven years.

2.9 Applicant's costs

The County shall not be responsible for any costs incurred by Applicant in connection with this solicitation. Applicant shall bear all costs associated with application preparation, submission, and attendance at interviews, or any other activity associated with this solicitation or otherwise.

2.10 Applicant's ideas

The County reserves the right to use any or all ideas, concepts, or other information provided in any applications. Selection or rejection of the application does not affect this right.

2.11 Collusion

If the County determines that collusion has occurred among Applicants, none of the applications of the participants involved in the collusion shall be considered. The County's determination shall be final.

2.12 Conflict of interest

The Applicant affirms that to the best of its knowledge the submission of its application, or any resulting contract, does not present an actual or perceived conflict of interest. The Applicant agrees that should any actual or perceived conflict of interest become known, it will immediately notify the County and will advise whether it will or will not avoid, mitigate, or neutralize the conflict of interest.

The County may make reasonable efforts to avoid, mitigate, or neutralize a conflict of interest by a Applicant. To avoid a conflict of interest by a Applicant, the County may utilize methods including disqualifying a Applicant from eligibility for a contract award or cancelling the contract if the conflict is discovered after a contract has been issued. The County may, at its sole and absolute discretion, waive any conflict of interest.

3 Evaluation and selection

3.1 Application evaluation and recommendation for selection

This solicitation does not commit the County to award a contract. Submission of an application shall neither obligate nor entitle an Applicant to enter into a contract with the County. The County reserves the following rights, to be exercised in the County's sole and absolute discretion: 1) to determine whether any aspect of an application satisfactorily meets the criteria established in this solicitation; 2) to seek clarification or additional information from any Applicant; 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Applicant or vendor; 4) to reject any or all applications with or without cause; 5) to waive any irregularities or informalities in a application; 6) to cancel or amend by addenda this solicitation, in part or entirely; 7) to award multiple contracts to Applicants; and/or 8) award a contract to a vendor that did not submit an application.

Evaluation of applications by a selection committee, evaluation panel, County staff, a technical advisory committee, or by another group, individual or entity is advisory only. The County Board or its designee may consider or reject such evaluation(s) for any or all applications. Such evaluations are for the sole benefit of the County Board or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by an Applicant.

3.2 Evaluation of responsiveness

The County will consider all the material submitted by the Applicant to determine whether the Applicant's offer is in compliance with the terms and conditions set forth in this solicitation. Applicants that do not comply with the provisions in this solicitation may be considered nonresponsive and may be rejected.

3.3 Evaluation of responsibility

To determine whether an Applicant is responsible, the County will consider the Applicant's general qualifications to perform the requested services in a satisfactory manner; financial responsibility; integrity; skill; and ability.

Factors considered by the County may include, but are not limited to, Applicant's past performance on previous projects; the Applicant's technical capabilities; individual qualifications of Applicant's key personnel; and the Applicant's financial ability to perform on the contract. Applications from Applicants considered non-responsible will be rejected.

3.4 Evaluation panel and evaluation criteria

After review of each responsive proposal, the County may immediately award a contract to a successful Applicant based on the evaluation criteria, or it may establish a short list of Applicants for further consideration. The short list of Applicants may be asked to provide additional information, including but not limited to two years of audited financial statements. The short list of Applicants may also be asked to attend an in-person or telephone interview/presentation, as determined by the County in its sole discretion.

Evaluation criteria shall include the following in order of importance:

1. Project need
 - Summarizes a clear description of areas where grant funds will be used to strengthen or address challenges or barriers in food recovery operations
 - Communicates a clear ability for funds to build capacity or infrastructure to recover more food
2. Complete plan for performing services
 - Details a plan for proposed service that includes a complete description of activities, associated tasks, clear outcomes, and an estimated timeline for the duration of the grant cycle
 - Outlines a complete budget with detailed categorical and total projected costs connected with the proposed service plan, including livable wages provided to program staff (if applicable)
 - Documents a plan to observe and check the progress of the proposed service over time, including strategies to report progress towards meeting the proposed service outcomes
 - Creates a method to redirect excess donated food that cannot be given away within organizational timeframes to avoid potential waste (e.g., open longer hours on rescue days, partners with nearby food shelf that can use the food)
3. Partnerships to achieve project
 - Accounts for working with stakeholders to build shared capacity across food recovery networks through an expanded knowledge base, funding, or other resources.
 - Communicates a positive impact on or within the larger food recovery network through collaborative efforts to recover food
 - Clearly identifies partners, roles, and deliverables for the project, and provides letters of support from each identified partner
 - Articulates how fostering cooperation and resource sharing between the proposed partners creates a stronger and more effective project
4. Demonstrated experience and commitment to equity

- Includes any previous experience providing the same or similar service proposed in the application, including any previous projects, services, or engagements as a contracted Hennepin County vendor (as applicable)
- Demonstrates meeting the unique cultural needs of the served community (or communities)
- Includes perspectives of people with lived and/or cultural experiences reflective of the served population

Cost will be approximately equal in importance to a combination of all other factors shown. The County will consider the trade-off between application price and the other evaluation criteria in determining the application which is most advantageous to the County.

3.5 Interviews/presentations

The County reserves the right to request additional information from Applicants during any phase of the application evaluation process. During the evaluation process, the County may require the presence of an Applicant to make a presentation and/or answer specific questions regarding their application. Applicants should reserve time starting the week of Monday, October 26 through Friday, October 30, 2026, for a possible presentation. Any request for a presentation will be made no later than two (2) business days before the requested presentation.

3.6 Execution of contract

Before a contract becomes effective between the County and any Applicant, the contract award must be ratified and signed by the County Board or its designee. If for any reason the County Board or its designee does not ratify and sign the contract then there are no binding obligations whatsoever between the County and the Applicant relative to the proposed contract.

4 Attachments

- 4.1 Attachment 1 – Food Rescue Grant Scope of Services and Guidelines**
- 4.2 Attachment 2 – Food Rescue Grant Application Format and Content**
- 4.3 Attachment 3 – Hennepin County Terms and Conditions** (subject to change by county)
- 4.4 Exhibit A – Food Rescue Grant Application**
- 4.5 Exhibit B – Food Rescue Grant Budget Template**

Attachment 1 – Food Rescue Grant Scope of Services and Guidelines

Scope of Work

Applications must include plans to collect, redistribute, and/or process food that would have been discarded. Food recovery activities must be within Hennepin County. Services are to develop new or expand current collection of edible food destined to be discarded and redistribute this food to feed people. Recovered food may be retail items (e.g., produce, meat, dairy) and/or prepared foods (e.g., catering event, restaurant surplus).

Anticipated outcomes of food recovery services include an increase in the redistribution of surplus food to those in need and decrease in the amount of food being sent to landfills and incinerators.

Eligible applicants

Applicants should be experienced in collection and redistribution of surplus food, although applicants with new ideas and projects are encouraged to apply. Applicants must:

- Be an eligible organization: food shelf or food recovery organization
- Have collection and distribution sites located in Hennepin County
- Be in “active/in good standing” status with the Minnesota Secretary of State

Ineligible organizations: Individuals, home-based businesses, government organizations and private businesses unless partnered with a food shelf or food recovery organization.

Eligible expenses and reimbursement process

Funds for food recovery services must be used to develop or expand collection and redistribution of edible food destined for disposal.

Eligible food recovery expenditures:

- Storage infrastructure directly related to food recovery activities, including:
 - Energy Star rated appliances, such as refrigerators/freezers and installation costs;
 - Leased or rented space; and/or
 - Shelving, reusable totes, and bins.
- Equipment and materials required to process food for upcycling, preservation, or value-added foods using surplus foods that would have gone to waste.
- Staffing costs up to \$20,000 for work directly associated with food recovery activities.
- Transportation vehicles and equipment used to collect surplus food, such as:
 - Temperature control supplies (e.g., thermal blankets, coolers, hot boxes);
 - Reusable pallets, dollies, and utility carts; and/or
 - Vans or trucks designated for food collection and redistributing, including to supply other businesses that will use surplus food as ingredients in other food (i.e., upcycling).
- Measurement devices, including scales.
- Software to coordinate volunteers or staff in recovering food or manage food inventory.
- Other expenses related to food recovery activities approved by the County.

Ineligible food recovery expenditures:

- Purchasing food that would not be bound for disposal
- Food disposal (e.g., compost, anaerobic digestion); and
- Bins for trash, recycling, or composting.

Applicant responsibilities

The selected applicant is expected to:

- Communicate with the Hennepin County contract manager, Jenny Kedward, about any major changes in budget or work plan.
- Attend an introductory meeting and at least one check-in during the grant duration (virtual or in-person)
- Submit invoices for reimbursement monthly, quarterly, or an agreed-upon timeframe
- Report on outcomes based on work plan (e.g., tons of rescued food, strategy meetings) when submitting reimbursement requests

The selected applicants are required to enter into a contract agreement with Hennepin County for 12 to 18 months depending on the proposed project timeline.

The organization will submit invoices to the County to be reimbursed for costs associated with food rescue as proposed in the approved grant budget. Organizations must provide a W-9 for reimbursement of expenses.

Attachment 2 – Food Rescue Grant Application Format and Content

Applications **must** adhere to the following format:

1. Cover letter

The Applicant must submit a cover letter that includes the following:

- a. A statement confirming that the Applicant has reviewed and agrees to be bound by Hennepin County Grant Agreement (Attachment 3).
- b. A statement disclosing any conflicts in accordance with the Solicitation.

2. Application

Please complete the Application (Exhibit A), per the above Section 2.2 Application Submission

Applicants must-complete and submit the Application, as referenced in Exhibit A. Formal Proposals are not able to be accepted.

3. Budget

Please complete the Budget Template (Exhibit B), per the above Section 2.2 Application Submission

Applicants must-complete and submit the Budget Template, as referenced in Exhibit B, and include Supporting Documentation, as applicable.

Attachment 3 – Hennepin County Terms and Conditions

Note: Terms and Conditions are subject to change by the county.

Grant Agreement No: _____

GRANT AGREEMENT

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

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

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

In accordance with the provisions herein, COUNTY’s total payments to GRANTEE under this Agreement shall not exceed _____ Dollars (\$_____) (“Grant Funds”).

2. GRANT REQUIREMENTS

GRANTEE shall complete its multifamily recycling grant project at ADDRESS OF BUSINESS (“Grant Requirements”).

GRANTEE shall submit to COUNTY in a format acceptable to the COUNTY a final report by _____. The report should include, at minimum:

- Results achieved;
- Obstacles/challenges encountered;
- Amounts of solid waste collected prior to this Agreement, and at the expiration of this Agreement, for each waste stream: trash, recycling, organics, and any additional management methods;
- Receipts or other documentation for costs incurred.

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

3. GRANT FUNDS DISBURSEMENT

COUNTY shall pay Grant Funds to GRANTEE as follows: (1) ___ Dollars (\$), or 50% of the total available Grant Funds, upon execution of this Agreement; and (2) the remaining ___ Dollars (\$), or up to 50% of the total Grant Funds, within thirty-five (35) days after COUNTY's approval of the final Project report and supporting documentation.

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

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

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

4. PARTY RELATIONSHIP

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

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

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

5. NON-DISCRIMINATION

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

6. AFFIRMATIVE ACTION

Intentionally omitted.

7. INDEMNIFICATION

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

8. INSURANCE

GRANTEE warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations. If activities performed under this Agreement involve driving, GRANTEE shall maintain \$500,000 automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired, or otherwise operated or used by or on behalf of GRANTEE in relation to activities performed under this Agreement. GRANTEE shall provide COUNTY with a certificate evidencing such insurance upon request.

9. DUTY TO NOTIFY

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

10. DATA, SYSTEMS, AND INTELLECUTAL PROPERTY

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

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

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

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE’s indemnification obligations herein.

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

11. RECORDS – AVAILABILITY/ACCESS

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

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the performance of the Grant Requirements, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission

to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

13. MERGER, MODIFICATION AND SEVERABILITY

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

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

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

14. DEFAULT AND TERMINATION

- A. This Agreement may be terminated with or without cause by COUNTY upon thirty (30) days' written notice, including but not limited to failure of the GRANTEE to perform Grant Requirements or failure of the Grant Requirements to promote a public purpose. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment of Grant Funds until GRANTEE's compliance. In the event of a decision to withhold Grant Funds, COUNTY shall furnish prior written notice to GRANTEE.
- B. COUNTY may immediately terminate this Agreement if GRANTEE, or any GRANTEE directors, employees, or other personnel are convicted of a criminal offense relating to any COUNTY, State of Minnesota, or federal grant.
- C. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

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

15. SURVIVAL OF PROVISIONS

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

16. GRANT MANAGER

[NAME OF COUNTY GRANT MANAGER], or successor, ("Grant Manager"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

[NAME AND PHONE NUMBER (EMAIL IS HELPFUL IF AVAILABLE)] shall manage the Agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

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

18. RECYCLING

COUNTY encourages GRANTEE to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages GRANTEE to educate employees about the recycling program.

19. NOTICES

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

20. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for termination of this Agreement.

21. MEDIA OUTREACH

The parties shall cooperatively and collaboratively develop any grant-related marketing which may include but is not limited to: permanent or temporary plaques or signs, news releases, public announcements, social media posts, video, civic opportunities, logos and

community events. GRANTEE shall not unreasonably refuse or withhold participation from any COUNTY initiated marketing project, plan or strategy.

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

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

22. MINNESOTA LAWS GOVERN

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

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

- A. GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this Agreement. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse Grant Funds or require the return of all or part of the Grant Funds already disbursed.
- B. GRANTEE acknowledges that Grant Funds may be subject to federal and/or state or local taxes. Except as part of a tax-specific outreach program, COUNTY cannot provide tax advice and encourages GRANTEE to consult with a professional tax advisor.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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By:

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Reviewed for COUNTY by:

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GRANTEE

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

By:

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