

**YOUTH ACTIVITIES 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 Grants Management and Administration Department (“COUNTY”), and City of Loretto, 279 Medina Street North, Suite 260, Loretto, MN 55357, a Local Government Unit (“GRANTEE”).

**Recitals**

- A. Minnesota Statutes Section 473.757, subd. 2 authorizes COUNTY to make grants for youth activities and youth and amateur sports within Hennepin County with certain funds collected as part of the sales tax authorized in Section 473.757, subd. 10.
- B. Pursuant to Hennepin County Board Resolution 09-0320R3, COUNTY created the Hennepin County Youth Activities Grants program. With County Board approval, the program annually awards grants for youth sports and activities within Hennepin County.
- C. Hennepin County Board Resolutions 11-0318R1, 15-0332R1, and 21-0337, expanded the program to include grant opportunities for sports equipment, play spaces, swimming lessons, art and music education, and lifeguard services.
- D. GRANTEE applied for a grant award from the Hennepin County Youth Activities Grants program to complete a specific project. Pursuant to Hennepin County Board Resolution 25-0487 COUNTY authorized an award to Grantee (“Grant Funds”). This award is to be distributed pursuant to the terms herein.

The parties agree as follows:

1. YOUTH ACTIVITY PROJECT(S)

Grantee agrees to complete the following Project(s):

<b>Project Description</b>	<b>Term/Award Period</b>	<b>Grant Funds</b>
Loretto Field Maintenance Equipment	01/01/2026 – 12/31/2026	\$10,000
<b>Total Grant Funds:</b>		\$10,000
<b>GRANTEE Contacts:</b> Mary K. Schneider (City Clerk Treasurer), mschneider@ci.loretto.mn.us, 763-479-4305		

2. GRANT REQUIREMENTS

- A. GRANTEE shall complete the Project(s) as described above, and consistent with the GRANTEE's grant application, on file with COUNTY from the fall 2025 grant cycle. The parties further understand and agree that, in accordance with the provisions herein, COUNTY's total payments to GRANTEE under this Agreement shall not exceed Ten Thousand Dollars (\$10,000) ("Total Grant Funds" or "Total Grant Budget" as listed in Attachment A).
- B. Extensions to this Agreement are granted at the sole discretion of COUNTY. GRANTEE must request an extension sixty (60) calendar days before the expiration of this Agreement. Requests received after this date may be denied.
- C. GRANTEE shall submit a change request if the Project is no longer consistent with the above description and/or Attachment A. Requests must be approved by COUNTY before the changes are implemented. Failure to receive pre-approval from COUNTY may result in denied payment.
- D. GRANTEE shall submit a change request if the cumulative amounts of transfers between budget categories exceed ten percent (10%) of the total grant budget. Requests must be approved by COUNTY before expenses exceeding the ten percent (10%) threshold are incurred. At COUNTY's discretion, GRANTEE may be required to submit change requests for budget adjustments under the threshold. Failure to receive pre-approval from COUNTY may result in denied payment.
- E. COUNTY may conduct periodic site visits, with or without notice during GRANTEE's normal hours of operation, to monitor compliance with this Agreement and to confirm completion of the Project(s). Grantee shall respond to this request within ten (10) business days.
- F. GRANTEE shall submit a final evaluation report using the template provided in Attachment B. Unless parties otherwise agree, the final evaluation report is due or within ten (10) business days of the Project(s) completion. COUNTY may periodically request Project data to monitor compliance with this Agreement and to confirm Project progress. Unless parties otherwise agree, Grantee shall respond to this request within ten (10) business days.
- G. GRANTEE shall notify COUNTY of public events or media related to the Project(s). Details will be communicated to COUNTY in writing no later than ten (10) business days prior to the event or publication.
- H. If GRANTEE is a recipient of a HCYAG Play Area Grant, GRANTEE shall acquire and install signage acknowledging Hennepin County Youth Activities Grants Program as a Project(s) funder. For all other HCYAG grants, GRANTEE shall acquire and install signage acknowledging Hennepin County Youth Activities Grants Program as a Project(s) funder, if an appropriate space is available for signage installation. Signage purchased by GRANTEE must be

reviewed and approved by COUNTY prior to purchase. GRANTEE may choose to receive signage from COUNTY, paid for by COUNTY. Signage placement must be reviewed and approved by COUNTY prior to installation. Signage installation costs shall be paid by GRANTEE.

3. GRANT FUNDS DISBURSEMENT

- A. Upon completion of the Grant Requirements, GRANTEE shall invoice COUNTY for allowable costs as listed in Attachment A and payments actually incurred by GRANTEE in performance of the Grant Requirements. GRANTEE shall also submit receipts and other supporting documentation related to the Grant Requirements. All reimbursable expenses under this Agreement will not exceed the Total Grant Funds.
- B. The final invoice and all supporting documentation shall be submitted no later than thirty (30) days after the expiration of this Agreement.
- C. Upon COUNTY's validation of an invoice and any supporting documentation or certifications, COUNTY shall pay invoiced and validated Grant Funds directly to GRANTEE within thirty (30) days.
- D. Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules, and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in GRANTEE's name.
- E. 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.
- F. 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. Reimbursable expenses are limited to the actual cost of the Project(s) and may be less than the amount of the Grant Funds.
- G. 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. 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.

7. INSURANCE

Each party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

13. GRANT MANAGER

Sarah K. Breyette, Youth Activities Grants Program Manager, or successor, (“Grant Manager”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

GRANTEE Contact 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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


By:

Reviewed for COUNTY by:

Document Assembled by:

  
[Sovirak Chea \(Dec 23, 2025 08:21:21 CST\)](#)

**Sovirak Chea**  
E-signed 2025-12-23 08:21AM CST  
Sovirak.Chea@hennepin.us  
Hennepin County  
Contract Services Analyst



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:

\*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.

## Attachment A: Grant Budget

<b>Loretto Field Maintenance Equipment</b>		
<b>Project Description:</b> City of Loretto will partner with Loretto Community Athletic Association to purchase a John Deere Gator 4x4 utility vehicle for field preparation and maintenance across a multi-field facility at Loretto Athletic and Recreation Park.		
<b>Budget period:</b> 01/01/2026 – 12/31/2026		
<b>Budget category</b>	<b>Description</b>	<b>Amount</b>
Supplies and equipment	<ul style="list-style-type: none"> <li>• 4x4 Gator utility vehicle</li> <li>• Other related items as pre-approved in writing by COUNTY</li> </ul>	\$10,000
<b>Total Grant Budget</b>		\$10,000

If during the term of this Agreement, GRANTEE’s actual expenses do not reflect budgeted levels, then GRANTEE may submit a written request to COUNTY for approval of a budget change. At COUNTY’s discretion, and only when approved in writing by the Grant Manager, COUNTY may allow changes to reimbursable expenses that do not increase COUNTY’S total cost for this Agreement. Such approval shall not be deemed a material modification of the Agreement.

# Attachment B: Final Evaluation Report



## HCYAG Final Evaluation

The purpose of this evaluation is to assess the outcomes and impact of HCYAG grant-funded projects. **Your responses will not impact your eligibility for future grants.**

### A. Instructions

1. The final evaluation must be completed by the primary grantee, which is the same organization that signed the Grant Agreement.
2. Complete **one final evaluation form per funded project** (e.g., if you received both an Arts & Music and Play Area grant, or two Arts & Music grants, you must complete this report twice.)
3. Complete all sections of the form with as much clarity and detail as possible.
4. Unless parties otherwise agree, the final evaluation report is due within 10 business days of the project completion.
5. Please return this form to [youth.grants@hennepin.us](mailto:youth.grants@hennepin.us) when completed.

If you need help completing this form, please contact HCYAG Program Manager Sarah Breyette at [youth.grants@hennepin.us](mailto:youth.grants@hennepin.us) or 612-348-8172.

### B. Grant Recipient

Local Government Unit (LGU):	
LGU contact (name, email, phone):	
Partner organization(s):	
Partner organization contact (name, email, phone):	
Name of individual submitting report:	Professional title and organization:
Email:	Phone:
Select grant award type: <input type="checkbox"/> Play Area <input type="checkbox"/> Equipment <input type="checkbox"/> Lifeguard Services <input type="checkbox"/> Arts & Music <input type="checkbox"/> Other:	
Grant agreement (PR0000xxxx):	
Project completion date:	

## C. Demographics

*Please answer the following demographic information by indicating the majority populations served by this project. If you do not know the demographic breakdown of the participants, please write "Unknown."*

**Number of young people served by this project** (do not double count):

**Describe your methodology for determining the number of young people served by this project:**

**Age ranges:**

**Gender identities:**

**Racial/ethnic backgrounds:**

**Primary languages spoken at home:**

## D. Project Evaluation

*Please answer the following evaluation questions. If a question is not applicable, please write "N/A."*

**How did this project meet the community need(s) that this project designed to address?**

**Describe how this project enabled you to offer new activities or reach more young people.**

**Describe how your project intentionally served or prioritized underserved populations?**

**Describe any positive changes you have observed in the young people impacted by this project.**

**Please share a meaningful story or moment that captures the impact of your project.**

**Describe the feedback you have received from youth, community partners and/or other key stakeholders on the impact of this project.**

**Describe any challenges that arose during project implementation and explain how they impacted the project's outcome.**

**How will you leverage this project to further meet the needs of your community?**

**Describe any additional support that would help expand the impacts of this grant-funded project in your community.**