

## STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

<b>Mark this box if this is a RUSH.</b>	<b>Date contract is needed for vendor's signature</b>	
<i>*Please, allow 5 - 7 business days for F&amp;B processing. For RUSH requests, complete boxes above. You will be notified of any unusual delay if unavoidable circumstances arise. Thank you.</i>		
ORG: 112	SWIFT CONTRACT NO: 140461	
TYPE: GRANT	PO NUMBER: 3000027687	
MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME) EMILIE JUSTEN, 651-201-6360	BS EJ	
Date Funding String & contract template were reviewed and approved by Division's Senior Accounting Officer	DS JS	4/12/2018
AGENCY: B0401	FISCAL YEAR: FY18	SWIFT VENDOR NUMBER: 0000206026
TOTAL AMOUNT: \$ 5000	CATEGORY CODE: 84101501	SWIFT VENDOR LOCATION: 1
	ACCOUNT CODE: 441322	SWIFT VENDOR ADDRESS: 1
LAWS OF: MN Statues 41A.12		

ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
FISCAL YEAR: FY18	FISCAL YEAR:	FISCAL YEAR:
FUND: 2018	FUND:	FUND:
DEPT ID: B0431222	DEPT ID:	DEPT ID:
APPROP ID: B042A22	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$5000	AMOUNT:	AMOUNT:

NEEDED FOR FEDERAL GRANTS

CONTRACT START DATE 04/20/2018

CONTRACT END DATE 11/16/2018

CONTRACT NAME & ADDRESS Mille Lacs Soil & Water  
Conservation District - Susan  
Shaw  
635 2nd St. SE  
Milaca, MN 56353

F&B ONLY BELOW THIS LINE

CHECKLIST: BUDGET CHECKED	FAIL: _____ PASS: _____	P/T OVER \$25,000 EVALUATION
RECORDED ON BUYER'S SS: _____	DOCUSIGN: _____	PRINTED FOR FILE
OK TO DISPATCH NO: _____ YES: _____		DATE: _____ INITIAL: _____

NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_

OK TO CLOSE: DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

## STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Agriculture Department ("STATE") and Mille Lacs Soil & Water Conservation District, Susan Shaw, 635 2nd St. SE, Milaca, MN 56353 ("GRANTEE").

### Recitals

1. Under Article 1, Section 2; Subdivision 2(j) of the 2017 Laws of Minnesota and Minnesota Statute [18.90](#) the State is empowered to enter into this grant.
2. The State is in need of local units of government to take measures to implement and maintain noxious weed control programs within their jurisdictions.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Contract

#### 1 Term of Grant Contract

##### 1.1 *Effective date:*

April 20<sup>th</sup>, 2018 or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. Per, [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

##### 1.2 *Expiration date:*

November 16, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

- Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- Satisfactorily perform all of the duties listed in Appendix A, which is incorporated into this agreement and made part of this contract.
- Supply the State with receipts, paid invoices, payroll records, processed/cancelled checks or other proof of payment relating to all duties listed in Appendix A for on or after 4/20/2018 and on or before the expiration date. Only expenses incurred during this period are eligible for reimbursement. Failure to complete all duties as listed in Appendix A OR submission of receipts, accurately proving payment dates WILL disqualify Grantee from final distribution of grant funds for this contract's effective date and WILL require the Grantee to reimburse the state for any grant funds provided up-front. Grantee also agrees that funds are only spent in accordance with this grant agreement

#### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

DS  


## **4 Consideration and Payment**

### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

#### **(a) Compensation**

The Grantee will be paid \$ 3750 up-front to complete duties outlined in Appendix A, upon completion of the necessary signatures.

The Grantee will also be paid \$ 1250, upon completion of all duties and proof that work was performed to the State's satisfaction as outlined in Appendix A, which is incorporated into this agreement and made part of this contract.

#### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$ 0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ 5000.

### **4.2 Payment**

#### **(a) Invoices**

The State will distribute 75% of the total obligation upon execution of the grant contract and will promptly pay the Grantee the remaining 25% of funds after the Grantee presents a final project report with an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices and proof of all expenses paid and supporting documentation must be submitted timely and according to the following schedule: All related documents must be received by 11/16/2018. Final payment to the subrecipient will be paid when the State's Authorized Representative determines that the grantee has satisfactorily fulfilled all the terms of this agreement. If the State's Authorized Representative determines that the grantee has used funds distributed up-front inappropriately, the grantee WILL reimburse the State for those expenses.

#### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

### **4.3 Contracting and Bidding Requirements**

**(a)** Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.

**(b)** Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.

**(c)** Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**(d)** Support documentation of the bidding process utilized to contract services must be included in the

grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

## **5 Conditions of Payment**

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

## **6 Authorized Representative**

The State's Authorized Representative is Emilie Justen, Minnesota Department of Agriculture, 625 N. Robert ST, St. Paul, MN 55155, 651-201-6360, emilie.justen@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Susan Shaw, Mille Lacs Soil & Water Conservation District, 635 2nd St. SE, Milaca, MN 56353, 320-983-2160, susan.shaw@co.mille-lacs.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

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

### **7.4 Grant Contract Complete**

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

## **8 Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The liability of each party is set out in chapter 3.736 of the Minnesota Statutes and is subject to the limitations thereof. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

This provision shall survive the termination of this Agreement.

## **9 State Audits**

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10 Government Data Practices and Intellectual Property Rights

### 10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### 10.2 *Intellectual Property Rights*

#### - Joint of Ownership of Intellectual Property Rights

A. INTELLECTUAL PROPERTY RIGHTS: All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the GRANTEE and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "DOCUMENTS" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The ownership interests of the STATE and the GRANTEE in the WORKS and DOCUMENTS shall equal the ratio of each party's contributions to the total costs described in the Budget of this Contract, except that the STATE's ownership interest in the WORKS and DOCUMENTS shall not be less than fifty percent (50%). The party's ownership interest in the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the WORKS and DOCUMENTS.

B. OBLIGATIONS:

1. NOTIFICATION: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and contractors, in the performance of this Contract, the GRANTEE shall immediately give the STATE's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the GRANTEE and the STATE, and costs for such applications shall be divided as agreed by the parties at the time of the

filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the STATE.

2. REPRESENTATION: The GRANTEE shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the WORKS and DOCUMENTS are the sole property of the STATE, and that no GRANTEE employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The GRANTEE represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others. The GRANTEE shall indemnify, defend, and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the WORKS or DOCUMENTS infringe upon the intellectual property rights of others. The GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE shall, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the claim. This remedy of the STATE shall be in addition to and not exclusive of other remedies provided by law.

- C. USES OF THE WORKS AND DOCUMENTS: The STATE and GRANTEE shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS, shall be authorized without a future written contractual agreement between the parties.
- D. POSSESSION OF DOCUMENTS: The DOCUMENTS may remain in the possession of the GRANTEE. The STATE may inspect any of the DOCUMENTS at any reasonable time. The GRANTEE shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.
- E. SUITABILITY: The rights and duties of the STATE and the GRANTEE, provided for above, shall survive the expiration or cancellation of this Contract.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Publicity and Endorsement

### 12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: [Signature: Linda Rowley]
Date: 4-13-18
SWIFT Contract/PO No(s): 3000027687 140461

By: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

2. GRANTEE

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

By: [Signature: Susan Shaw Pat Oman]
Title: SWCD and County Administrator
Date: 5/17/2018

3. STATE AGENCY

By: [Signature: Andrea Vaukel]
Title: Assistant Commissioner
Date: 5/17/2018

Distribution:
Agency
Grantee
State's Authorized Representative

## Appendix A

### Duties

1. Mille Lacs County will treat noxious weeds on public right-of-ways.

### Budget

Category	Amount	In-Kind
In-kind labor – County Ag Inspector/SWCD staff		\$7,500
Labor – Mille Lacs County Public Works, 192 hrs @ \$26/hr	\$5,000	
Total	\$5,000	