6.4.1.1

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Agriculture **Name of Contractor**: Mille Lacs SWCD

Current Contract Term: 10/15/2026 – 9/30/2026 **Project Identification**: 279150

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☒ **Amendment to the Expiration Date of the contract**

a. Proposed New Expiration Date: November 15, 2026

b. Why is it necessary to amend the Expiration Date? Need more time to reconcile funds.

2. ☐ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment:

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

3. ☒ **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

Amend budget allocations in Exhibit B to the following:

Category	Amount	In-Kind
Personnel		
~~33~~ 42.9 hrs @$87.19	~~$2,877~~$3,739.54	
~~39~~ 43.5 hrs @$75.96	~~$2,961~~$3,304.26	
~~74~~ 54 hrs @ $60.30	~~$4,462~~$3,256.20	

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Total	$10,300	

Docusign Envelope ID: 2159C53A-9961-8027-8092-54CBD3A5A950

Amendment 01 to SWIFT Contract No. 264320 ~~264320~~ 279150

Contract Effective Date:	10/15/2025	Total Contract Amount:	$10,300
Original Contract Expiration Date:	~~12/31/2025~~ 9/30/2026	Original Contract:	$10,300
Current Contract Expiration Date:	9/30/2026	Previous Amendment(s) Total:	
Requested Contract Expiration Date:	11/15/2026	This Amendment:	

DS

This amendment is by and between the State of Minnesota, acting through Commissioner of Agriculture ("State") and Mille Lacs SWCD whose designated business address is 635 2nd St SE, Milaca, MN 56353("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 279150 ("Original Contract") to provide conduct county ag inspector duties.

2. The Contract expiration dates needs to be extended to 11/15/2026.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. **"Term of Contract"** is amended as follows:

1. Term of Grant Contract

1.1. Effective date:
October 15, 2025 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

Initial

1.2. Expiration date:

~~September 30, 2026~~ November 15, 2026 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

Docusign Envelope ID: 2159C53A-9961-8027-8092-54CBD3A5A950

DEPARTMENT OF AGRICULTURE

ENCUMBRANCE WORKSHEET

Mark this box if this is a RUSH	**SWIFT CONTRACT NO:279150**	**PO NO: 3000056585**
Please, allow 4 - 6 weeks for the entire contract process (5 - 7 business days for FBD, or 2-3 business days for rush requests).		
MDA PREPARER/CONTACT: Emilie Justen	ORG: 112	AGENCY: AGRICULTURE B04
NEW CONTRACT/GRANT: New grant	AMENDMENT:	ROLL FORWARD:
DIVISION'S FINANCIAL ADVISOR: Seva Ekonomi	TYPE: Grant	ANNUAL PLAN LINE NUMBER:
FISCAL YEAR(S): 2026	TOTAL AMOUNT OF CONTRACT: $10,300	SWIFT SUPPLIER NUMBER: 0000206026
CATEGORY CODE: 84101501	25K EVAL NEEDED: No	SWIFT SUPPLIER LOCATION: 1
ACCOUNT CODE: 441322	CONTRACT START DATE: 10/15/2025	SWIFT SUPPLIER ADDRESS: 1
TOTAL EWS AMOUNT: $10,300	CONTRACT END DATE: ~~9/30/2026~~ 11/15/2026	*SIGNATURES NEEDED BY DATE:*
LAWS OF: MN Statutes § Chapter 34, Article 1, Section 2, Subd. 2 (g)		

FUNDING STRING	**FUNDING STRING**	**FUNDING STRING**
FISCAL YEAR: 2026	FISCAL YEAR: 2027	FISCAL YEAR:
FUND: 1000	FUND: 1000	FUND:
DEPT ID: B04312GI	DEPT ID: B04312GI	DEPT ID:
APPROP ID: B042G08	APPROP ID: B042G08	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: $~~10,300~~ 0	AMOUNT: $10,300	AMOUNT:

FUNDING STRING	**FUNDING STRING**	**FUNDING STRING**
FISCAL YEAR:	FISCAL YEAR:	FISCAL YEAR:
FUND:	FUND:	FUND:
DEPT ID:	DEPT ID:	DEPT ID:
APPROP ID:	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:	AMOUNT:	AMOUNT:

CONTRACT NAME & ADDRESS: *(Must match SWIFT Supplier Location ID, as listed on the contract)*	Mille Lacs SWCD 635 2nd St SE Milaca, MN 56353
SUPPLIER REMITTANCE ADDRESS: *(Must match SWIFT Supplier Address ID)*	

NOTES: [FY27 to be pulled in to the PO in July of 2026]

Docusign Envelope ID: 2159C53A-9961-8027-8092-54CBD3A5A950

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

Print Name: Melissa Jackson
Signature: DocuSigned by: Melissa Jackson 932B961DA3914D9...
Title: Contracts & Procurement Coordinator Date: 9/14/2026

SWIFT Contract No. 279150/3000056585

2. Contractor
The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Susan Shaw
Signature: Signed by: Susan Shaw 1E02F9A3C4FC4E3...
Title: Date: 9/22/2026

3. State Agency
With delegated authority

Print Name:
Signature:
Title: Date:

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: Andrea Vaubel
Signature: DocuSigned by: Andrea Vaubel A052B92710EE430...
Title: Deputy Commissioner Date: 9/22/2026

Admin ID:

DEPARTMENT OF AGRICULTURE

ENCUMBRANCE WORKSHEET

Mark this box if this is a RUSH	SWIFT CONTRACT NO: 279150	PO NO: 3000056585
Please, allow 4 - 6 weeks for the entire contract process (5 - 7 business days for FBD, or 2-3 business days for rush requests).		
MDA PREPARER/CONTACT: Emilie Justen	ORG: 112	AGENCY: AGRICULTURE B04
NEW CONTRACT/GRANT: New grant	AMENDMENT:	ROLL FORWARD:
DIVISION'S FINANCIAL ADVISOR: Seva Ekonomi	TYPE: Grant	ANNUAL PLAN LINE NUMBER:
FISCAL YEAR(S): 2026	TOTAL AMOUNT OF CONTRACT: $10,300	SWIFT SUPPLIER NUMBER: 0000206026
CATEGORY CODE: 84101501	25K EVAL NEEDED: No	SWIFT SUPPLIER LOCATION: 1
ACCOUNT CODE: 441322	CONTRACT START DATE: 10/15/2025	SWIFT SUPPLIER ADDRESS: 1
TOTAL EWS AMOUNT: $10,300	CONTRACT END DATE: 9/30/2026	*SIGNATURES NEEDED BY DATE:*
LAWS OF: MN Statutes § Chapter 34, Article 1, Section 2, Subd. 2 (g)		

FUNDING STRING	**FUNDING STRING**	**FUNDING STRING**
FISCAL YEAR: 2026	FISCAL YEAR:	FISCAL YEAR:
FUND: 1000	FUND:	FUND:
DEPT ID: B04312GI	DEPT ID:	DEPT ID:
APPROP ID: B042G08	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: $10,300	AMOUNT:	AMOUNT:

FUNDING STRING	**FUNDING STRING**	**FUNDING STRING**
FISCAL YEAR:	FISCAL YEAR:	FISCAL YEAR:
FUND:	FUND:	FUND:
DEPT ID:	DEPT ID:	DEPT ID:
APPROP ID:	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:	AMOUNT:	AMOUNT:

DS

CONTRACT NAME & ADDRESS:
(Must match SWIFT Supplier Location ID, as listed on the contract)

Mille Lacs SWCD
635 2nd St SE
Milaca, MN 56353

SUPPLIER REMITTANCE ADDRESS:
(Must match SWIFT Supplier Address ID)

NOTES: [FY27 to be pulled in to the PO in July of 2026]

Docusign Envelope ID: 2159C53A-9961-8027-8092-54CBD3A5A950

DEPARTMENT OF AGRICULTURE

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Swift Contract Number: [**Swift Contract Number**]

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Agriculture ("State") and Mille Lacs SWCD of Minnesota ("Grantee").

Recitals

1. Under Minnesota Statutes 2025 Laws of Minnesota, Chapter 34, Article 1, Section 2, Subd. 2 (g), the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of duties to support the Noxious Weed Law.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

Initial
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1 Term of Grant Contract Agreement

1.1. **Effective Date.** October, 15, 2025 or the date the State obtains all required signatures, whichever is later.

1.1.1. Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.1.2. Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2. **Expiration Date.** September 30, 2026, 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 Agreement: Specifications, Duties, and Scope of Work; Subcontracting and Subcontract Payment; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; Data Disclosure; Monitoring; Non-Discrimination Requirements.

2 Specifications, Duties, and Scope of Work

2.1. Grantee will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work.

2.2. Comply with required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, Subd. 4(a)(1).

2.3. Perform the duties and purchase and pay for goods and services for use in Minnesota as outlined in Specifications, Duties and Scope of Work (Exhibit A), which is attached and incorporated into this Grant Contract Agreement.

2.4. Be responsible for the administration, supervision, management, record keeping, and program oversight required for the work and purchasing performed under this agreement.

2.5. Collect and maintain source documentation associated with expenses incurred. Upon request, submit this documentation and reimbursement request worksheets provided by the State that detail grant expenditures by the budget categories as outlined in the Budget (Exhibit B), which is attached and incorporated into this Grant Contract Agreement. Source documentation includes, but is not limited to receipts, canceled checks, paid bills, payrolls, time and attendance records, contracts, invoices, requests for bids or other procurement documents, and subaward documents.

2.6. Provide progress reports on forms provided by the State by Fall 2026.

2.7. Submit annual reports on forms prescribed by the State annually and no later than 60 calendar days after the expiration of this contract, September 30, 2026.

2.8. Wait for the written approval by the State's Authorized Representative before making any requested changes to the budget or scope of work. Submit written requests for changes to the Budget (Exhibit B) before shifting funds between budget categories by more than 25 percent.

2.9. Facilitate a grant review meeting or "monitoring visit" as requested by the State.

2.10. Post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

2.11. Monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative throughout the performance period of this grant; and maintain and adequate conflict of interest policy. Conflicts of interest are described in Exhibit C, which is attached and incorporated into this Grant Contract Agreement.

3 Time

3.1. The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within section 2.0 "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

4.1. The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.2. **Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed $10,300 which shall be paid in accordance with the terms outlined in Exhibit B Payment Schedule, which is attached and incorporated into this Grant Contract Agreement. Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified in Exhibits A and B and incorporated into the Grant Contract Agreement. The State, at its discretion, may hold back up to the final 25 percent of the grant award until all reporting requirements have been met and the final report has been received and accepted by the State's Authorized Representative.

4.3. **Administrative Costs.** Pursuant to Minnesota Statutes § 16B.98, Subd.1, the Grantee agrees any administrative costs are reasonable and necessary and assumes these costs as a condition of this Grant Contract Agreement.

4.4. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed $0 for expenditures incurred

according to the breakdown of costs contained in the Budget (Exhibit B). 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. 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.

4.5. **Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoiced expenses must occur after the contract effective date, and on or before the grant contract expiration date, September 30, 2026. Upon request, provide the State invoices containing itemized descriptions of their purchases and proofs of payment.

4.5.1. Invoices shall be itemized descriptions of purchases with receipts and proof of payment for expenditures. The Grantee may submit payment requests with the required expenditure documentation throughout the grant performance period.

4.5.2. All payment requests must be submitted no later than 45 calendar days after the expiration date of this Grant Contract Agreement, listed at paragraph 1.2. The Grantee must send invoices and supporting financial documentation, with progress reports and the final report, to the State's Authorized Representative and to MDA.Accounts-Payable@state.mn.us. All reports prescribed by the State must be completed and meet with the approval of the State's Authorized Representative before a payment is made to the Grantee.

4.6. **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

5.1. All services provided by the Grantee under this Grant Contract Agreement 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. The Grantee accepts full financial responsibility for any reimbursement of grant funds due to the State as a result of the Grantee's noncompliance.

6 Contracting and Bidding Requirements

6.1. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

6.2. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement or System for Award Management (SAM.gov).

6.3. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

7 Authorized Representatives

7.1. The State's Authorized Representative is Emilie Justen, Noxious Weed Law, Training, and Grants Coordinator, emilie.justen@state.mn.us, 625 Robert St. N, St. Paul, MN 55155, 651-201-6360, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the

services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Grantee's Authorized Representative is Susan Shaw, County Ag Inspector, 635 2nd St. SE, Milaca, MN 56353, susan.shaw@millelacs.mn.gov, 320-983-2160 or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2. **Amendments.** Any amendment to this Grant Contract Agreement 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 Agreement or their successors.

8.3. **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

9.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5. The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.

9.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

10.1. The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed

to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

11.1. Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract 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.

12 Government Data Practices and Intellectual Property Rights

12.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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 Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

12.2. 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.

12.3. **Intellectual Property Rights.**

12.3.1. **Joint of Ownership of 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 Grant Contract Agreement. "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 Grant Contract Agreement. 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 Grant Contract Agreement, 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.

12.3.2. **Obligations:**

A. 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 grant contract

Grant Contract Agreement Template for Nongovernmental organization through formula or single sole source process FY24: Updated July 2023 5 agreement, 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.

B. 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.

12.3.3. **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 Grant Contract Agreement, 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.

12.3.4. **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.

12.3.5. **Suitability:** The rights and duties of the State and the Grantee, provided for above, shall survive the expiration or cancellation of this Grant Contract Agreement.

13 Workers Compensation

13.1. The Grantee certifies that it is in compliance with Minnesota Statutes § 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.

14 Governing Law, Jurisdiction, Venue

14.1. Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1. Termination by the State.

15.1.1. **Without Cause.** The State may terminate this Grant Contract Agreement 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.

15.1.2. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2. Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3. Termination for Insufficient Funding. The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume. The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1. Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors or subrecipients. All projects primarily funded by state grant appropriations must publicly credit the State, including on the Grantee's website, when practicable.

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

17 Data Disclosure

17.1. Under Minnesota Statutes § 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.

18 Monitoring

18.1. The State shall be allowed at any time to conduct periodic site visits and inspections to ensure progress in accordance with this grant agreement. The State will conduct at least one monitoring visit on all state grants over $25,000 and at least annual monitoring visits on grants over $250,000. For this purpose, the Grantee must provide expense receipts, invoices, and any other documents requested by the State.

19 Non-Discrimination Requirements

19.1. The Grantee will conduct grant activities in compliance with non-discrimination law(s) including the Minnesota Human Rights Act (Minnesota Statutes § 363A), and any other applicable non-discrimination law(s).

19.2. The Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per Minnesota Statutes § 363A.02. The Grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

19.3. The Grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, Part 5000.3500.

19.4. The Grantee agrees to comply with the rules and relevant orders of the Minnesota Department Human Rights issued pursuant to the Minnesota Human Rights Act.

Exhibits

Exhibit A: Specifications, Duties, and Scope of Work

Duties:

1. Mille Lacs SWCD will verify that the general weed notice was posted.
2. Will inspect county and township roads to monitor and map noxious weeds.
3. Will individually train townships and cities on plant ID and targeted management.
4. Will develop outreach materials for weed ID, management, and prevention.
5. Will enforce the noxious weed law.
6. Will assist the MDA with seed sampling.
7. Will attend MACAI meetings and short course.

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Exhibit B: Budget

Category	Amount	In-Kind
Personnel 33 hrs @$87.19 39 hrs @$75.96 74 hrs @ $60.30	 $2,877 $2,961 $4,462	
Total	$10,300	

Exhibit C: Conflict of Interest Requirements

Recipients of Minnesota Department of Agriculture grants are responsible for adopting local conflict of interest policies and procedures. As referenced in the Minnesota Department of Administration's Office Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. (Office of Grants Management, Policy 08-01).

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses their position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member, or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

- For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.
- A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Individual Conflict of Interest:

A conflict of interest that may benefit an individual employee is any situation in which their judgment, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

- An employee uses their status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties.
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.
- Particular attention should be paid to any proposed Grant Contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

Signatures

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: Stacey Metz

Signature: DocuSigned by: Stacey Metz 83BADCB2666B4FF...

Title: _____ Date: 11/10/2025

SWIFT Contract No. 3000056585 279150

Grantee

With delegated authority

Print Name: Susan Shaw

Signature: Signed by: Susan Shaw 1E02F9A3C4FC4E3...

Title: _____ Date: 11/13/2025

State Agency

With delegated authority

Print Name: Andrea Vaubel

Signature: DocuSigned by: Andrea Vaubel A052B92710EE430...

Title: Deputy Commissioner Date: 11/13/2025