

STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET
For
OFF HIGHWAY VEHICLE
ENFORCEMENT GRANTS

State Accounting Information:

SWIFT
CFMS Contract # 0-34878

034094001 00

Agency: DNR	Fiscal Year: 2012	Vendor Number: <i>000 197318</i>
Total Amt of Contract: \$9,726.00	Amt of Contract First FY:	
Commodity Code: 84101501	Commodity Code:	Commodity Code:
Object Code: 441302	Object Code:	Object Code:
Amount: \$4,863.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2102	Fund:	Fund:
Org/Sub: R2937714	Org/Sub:	Org/Sub:
Approp: R297402 <i>401</i> <i>T. Latham</i>	Approp:	Approp:
Activity: 27842	Activity:	Activity:
Project:	Project:	Project:
Rept. Catg:	Rept. Catg:	Rept. Catg:
Amount: \$4,863.00	Amount:	Amount:

Begin Date: October 1, 2011

End Date: June 30, 2013

Contract Name and Address for filing and payment purposes:

Judd Latham
Swift County Sheriff's Office
301 Fourteenth Street North, Suite 4
Benson, MN 56215

Effective date of grant is: 11/18/11

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources (State") and Swift County Sheriff's Office, 301 Fourteenth Street North, Benson, MN 56215 ("Grantee").

Recitals

1. Under Minn. Stat. 84.024 the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2011 First Special Session, Chapter 2, Article 1, Section 4, Subdivision 7, is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes.
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.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** October 1, 2011, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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,** June 30, 2013, 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 be reimbursed once annually for eligible OHV Safety Enforcement Grant Program costs, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local riders. Training of grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATVs for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Other equipment dedicated solely to Off High Vehicle Enforcement work.

Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website.

POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, subdivision 1.

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.

4 **Consideration and Payment**

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

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

- (1) **Compensation.** The Grantee will be reimbursed up to \$4,863.00 in state fiscal year 2012, for expenses incurred between the effective date of the grant and June 30, 2012, and \$4,863.00 in fiscal year 2013, for expenses incurred between July 1, 2012, and June 30, 2013, as determined by the grant funding formula.
- (2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement shall not exceed \$9,726.00.

4.2. **Payment**

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be properly dated, showing that all costs submitted for reimbursement were incurred within the effective date of each program year, in order to be eligible for reimbursement.

Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2012 must be submitted **before** June 30, 2013. Invoices for state fiscal year 2013 must be submitted before June 30, 2014. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

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, performed in violation of federal, state, or local law, or for expenses incurred prior to the effective dates for each program year.

Eligible reimbursement costs may not exceed \$4,863.00 prior to July 1, 2012.

Eligible reimbursement costs may not exceed \$4,863.00 prior to July 1, 2013.

6 **Authorized Representative**

The State's Authorized Representative is Chuck Niska, Program Manager Sr., DNR Division of Enforcement, 500 Lafayette Road, Box 47, St. Paul, MN 55155-4047, (612) 756-4165, or his 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 Judd Latham, Swift County Sheriff's Office, 301 Fourteenth Street N, Benson, MN, 56215, (320) 843-3133. 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 may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

- 7.2 **Amendments.** Any amendment 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 its 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**

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 the performance of this grant contract 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.

9 **State Audits**

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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 contract.

10 **Government Data Practices and Intellectual Property**

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.

10.2. **Intellectual Property Rights**

[CONTACT YOUR ASSISTANT ATTORNEY GENERAL TO COMPLETE THIS SECTION.]

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.

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

The State may cancel this grant contract at any time, 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: Tamara Gumbore
Date: 11/01/2011

CFMS Grant contract No. 0-34878
PO # 3 - 10229

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: Byron L. Meise
Title: Swift County Auditor
Date: 11-8-2011

By: Gay Hendricks
Title: Board Chairman
Date: 11-8-2011

3. STATE AGENCY

By: [Signature]
(with delegated authority)
Title: DIRECTOR OF EDC
Date: 11/8/11

Distribution:
Agency
Grantee
State=s Authorized Representative - Photo Copy