

Encumbrance Form

GENERAL INFORMATION:

Requestor: Adam Block
Description: Snowmobile Safety Grant

CONTRACT INFORMATION:

Total Contract Amount: \$9646.52
Effective Date: July 1, 2025
Expiration Date: June 30, 2027
Vendor Name: Goodhue County Sheriff's Office
Vendor Address: 430 W Sixth Street, Red Wing, MN 55066 REMIT TO: 509 W. 5th St., Red Wing, MN 55066
Vendor # 0000197327-001
Contract #: 278800
PO #: FY2026: 3-288858 FY2027:

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2026		2101	R2937714	R297404	441302	27822		\$4823.26
2027		2101	R2937714	R297404	441302	27822		\$4823.26
INCOMING GRANTS OR PROJECT COSTING (IF APPLICABLE)		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		\$4823.26
Line 2								
Line 3								
Line 4								



STATE OF MINNESOTA

SSE GRANT CONTRACT AGREEMENT

Swift Contract Number: 278800

This Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Goodhue County Sheriff's Office, 430 W Sixth Street, Red Wing, MN 55066 ("Grantee").

Recitals

Under Minnesota Statutes 84.026, (84.794, 84.803, and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this Grant Contract Agreement. The State, under Laws of Minnesota 2025, 1st Special Session, Chapter 1 S.F. Number 3, Subdivision 7(f) (for OHV only) or Minnesota 2025, 1st Special Session, Chapter 1 S.F. Number 3, Subdivision 7(d) (for snowmobile safety only) 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, in the manner described in the Grantee's Proposed Budget. 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

1 Term of Grant Contract Agreement

1.1 Effective Date. July 1, 2025. As per Statute 84.026 Subd. 4, work may begin prior to execution. Notwithstanding Minnesota Statutes § 16B.98, Subd. 5 and 16A.41, the Grantee submitted, and the State approved a work plan and budget whose expenditures can be reimbursed as of the effective date of this grant agreement pursuant to Minnesota Statutes § 16B.98, Subd. 11. Pursuant to 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. June 30, 2027, 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: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

1.4 Incur Expenses. Notwithstanding Minnesota Statutes Section § § 16A.41 and Minnesota Statutes Section 16B.98 Subd. 5, expenditures made on or after July 1, 2025 (award date), or the date the work plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided.

2 Specifications, Duties, and Scope of Work:

The Grantee will perform the duties in Exhibit A, Allowable Expenditures, and Exhibit B, Budget.

2.1 Be responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative. The Grantee must sign Exhibit C, Conflict of Interest Disclosure, when countersigning this agreement.

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

2.3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).

3 Time

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 clause two "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

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

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$9646.52. The Grantee will be reimbursed up to \$4823.26 in state fiscal year 2026, for expenses incurred between July 1, 2025 and June 30, 2026, and \$4823.26 in fiscal year 2027, for expenses incurred between July 1, 2026, and June 30, 2027.

A. The Grantee will be paid according to the breakdown of costs contained in Exhibit B, Proposed Budget (Preliminary).

B. The Grantee may spend funds awarded in addition to the Proposed Budget (Preliminary) on any on eligible Snowmobile/Off Highway Vehicle Grant Program costs.

4.2 Administrative Costs. Grantee administrative costs must be necessary and reasonable.

4.3 Travel Expenses. 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 (ML25 Ch. 39 Art. 3 Sec. 2 renames this “Nonrepresented employees compensation plan”) promulgated by the Commissioner of Minnesota Management and Budget.

4.4 Invoices. Payments shall be made once annually on a reimbursement basis 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. Payments will not be made if there are outstanding reports. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

- A. Invoices for state fiscal year 2026 must be submitted before June 30, 2027.
- B. Invoices for state fiscal year 2027 must be submitted before June 30, 2028.
- C. Only submit ONE invoice for the total expenses incurred during EACH state fiscal year.
- D. Submit ANNUAL Performance Reports with Reimbursement Requests for each year of participation in this Program. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract.

4.5 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

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.

5.1 Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

- A.** Submit ANNUAL Performance Reports with Reimbursement Requests for each year of participation in this Program. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract.

5.2 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes §471.345, Uniform Municipal Contracting Law.

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.

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 Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047 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 Sheriff Marty Kelly, 430 W Sixth Street, Red Wing, MN 55066, 651-267-2852, 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.

7.3 The Grantee must clearly 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.

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

10 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 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

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

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 Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. 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.

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.

13 Workers Compensation

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

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.

A. 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. With Cause.

B. 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 Agreement, 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 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

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, 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 Use of Funds as Match to Other Grants or Programs

18.1 The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

18.2 The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

18.3 The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

19 American With Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

20 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

20.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.

20.2 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

20.3 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

20.4 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

21 Invasive Species Prevention

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract

agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: Link to Operational Order 113 (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Allowable Expenditures

Exhibit B: Proposed Budget (Preliminary)

Exhibit C: Conflict of Interest

Grant Contract Agreement Signature Page

State Encumbrance Verification

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

Print Name: Pamela Brisson

Signature: _____

Title: Accounting Officer Date: 11/05/2025

SWIFT Contract No. 278800 / PO# 3-288858

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

ALLOWABLE EXPENDITURES SNOWMOBILE SAFETY ENFORCEMENT GRANT PROGRAM: 2026-2027

Use these guidelines when considering whether a specific expense is eligible for reimbursement.

General:

These funds are to be used only for enforcement activities above and beyond current levels of local law enforcement activities as stated in 2025 Laws of Minnesota Legislature.

All of the expenditures listed below must be directly related to the Snowmobile Safety Enforcement Program, and the work done by counties in ONLY this program area. When personnel or equipment costs are split between general law enforcement duties and snowmobile enforcement work, the percentage paid out of the snowmobile safety enforcement account may not exceed the percentage of time the individual or equipment is actually used for snowmobile safety enforcement.

Local Law Enforcement Agencies are urged to contact the Department of Natural Resources, Snowmobile Safety Enforcement Grant Administrator for a determination prior to any questionable expenditure. **All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.**

Personnel:

Salary costs for certification of staff to conduct the DNR youth training safety programs for snowmobiles, and the actual training conducted for the youth program.

Salary costs for attendance by county or local staff in a POST-approved training session conducted by DNR Enforcement Officers on snowmobile rules and enforcement techniques.

Salary costs for officers enforcing the snowmobile laws, rules, regulations and local ordinances.

Records or logs of time spent on the program are necessary to support these expenses and should be retained for not less than three years. If officer hours are a part of your reimbursement, please send one (1) example officer log for the time period for which reimbursement is being requested.

Staff salary and course fees for staff training and proficiency in proper riding techniques for safe use and operation of a snowmobile. This is a discretionary activity, based on local priority rather than state requirements.

Supplies and Expenses:

This includes personal riding equipment, fuel, oil, lubricants, repairs, rental/lease costs, travel costs, training expenses and expendable supplies.

Equipment:

This includes Snowmobiles, safety sleds, trailers, and other necessary items specifically related to this program. Equipment that is being used for general duties may be either charged to the snowmobile safety enforcement account according to percentage of use or by the cost per mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained for not less than three years. If additional vehicles are needed, leases should be considered. Requests for equipment purchases are of low priority and should be limited to essential requests only. If you do purchase a snowmobile, and it is \$5,000 or more in total cost, please submit a copy of the purchase invoice.

All of the expenses incurred during the grant time period should be condensed into an Integrated Payment System Report, which you should be able to obtain from your county auditor or treasurer.

***Other proposed expenditures which do not fit into one of these categories must have prior approval by the Department of Natural Resources, Snowmobile Enforcement Grant Administrator. Please contact Kelly Affeldt: (651) 259-5361 or kelly.affeldt@state.mn.us

**MINNESOTA SNOWMOBILE SAFETY
ENFORCEMENT GRANT PROGRAM
(07/01/2025-06/30/2026)**

COUNTY:

DATE:

GROUP 1:

PERSONNEL	NUMBER OF OFFICERS	COUNTY FUNDS	STATE FUNDS	TOTAL COSTS
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FULL TIME:

PART TIME:

SUB-TOTAL:

GROUP 2:

EXPENSES and SUPPLIES	COUNTY FUNDS	STATE FUNDS	TOTAL COSTS
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GROUP 3: EQUIPMENT

COUNTY FUNDS	STATE FUNDS	TOTAL COSTS
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GROUP 4:	GRAND TOTAL	COUNTY FUNDS	*STATE FUNDS	TOTAL COSTS
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* Must equal the amount listed in the "Snowmobile Safety Enforcement Preliminary Allocation Amount."

Keep one copy of this form for your COUNTY files.

"This is to certify that the State Funds requested will be used only for the purposes set forth in Laws of Minnesota Legislature 2025, and the information contained in this form is correct to the best of my knowledge."

*Signature**Date*

Please return this form with the signed Application.

MINNESOTA SNOWMOBILE SAFETY
ENFORCEMENT GRANT PROGRAM
(07/01/2026-06/30/2027)

COUNTY:

DATE:

GROUP 1:

PERSONNEL	NUMBER OF OFFICERS	COUNTY FUNDS	STATE FUNDS	TOTAL COSTS
-----------	--------------------	--------------	-------------	-------------

FULL TIME:

PART TIME:

SUB-TOTAL:

GROUP 2:

EXPENSES and SUPPLIES	COUNTY FUNDS	STATE FUNDS	TOTAL COSTS
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GROUP 3: EQUIPMENT

COUNTY FUNDS	STATE FUNDS	TOTAL COSTS
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GROUP 4:	GRAND TOTAL	COUNTY FUNDS	*STATE FUNDS	TOTAL COSTS
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* Must equal the amount listed in the "Snowmobile Safety Enforcement Preliminary Allocation Amount."

Keep one copy of this form for your COUNTY files.

"This is to certify that the State Funds requested will be used only for the purposes set forth in Laws of Minnesota Legislature 2025, and the information contained in this form is correct to the best of my knowledge."

Signature

Date

Please return this form with the signed Application.

Conflict of Interest Disclosure Form for Grantees

A conflict of interest 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. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person 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.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a grant reviewer* 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.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process 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.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Project Name: Snowmobile Safety Grant

Legal Citation: Under Minnesota Statutes 84.026, (84.794, 84.803, and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this Grant Contract Agreement

Organization Name:

Authorized Representative Printed Name:

Authorized Representative Signature/Date: