THIS AGREEMENT, is made between the STATE OF MINNESOTA, acting through the Commissioner of Natural Resources, hereinafter referred to as the “State”, and the sponsoring Local Government Unit specified above, hereinafter referred to as the “Sponsor”, and relates to the establishment of proposed trails specified above.

WHEREAS, the Sponsor desires to establish, construct and rehabilitate public trails; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to Sponsors for the construction of recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this grant.

WHEREAS, the Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program’s application form, maps, and resolution of the Sponsor authorizing the proposed trails as outlined in said documents; and said application form, resolution, map or capital improvement proposal are attached hereto as Exhibit “A”.

NOW THEREFORE, it is agreed between the parties as follows:

A. TRAIL OBLIGATION OF THE SPONSOR.
The Sponsor agrees to construct, operate and maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Off-Highway Vehicle Trails Assistance Program Manual, hereinafter referred to as the "Manual" as accepted or amended by the State. All work will be the responsibility of the Sponsor, Sponsor's employees, or the Sponsor's agent.

The Sponsor shall:

A. 1. Acquire interest in lands on trail for public use. Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (3) months between April 1 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor’s agent.

(a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.
(b) Any instrument of conveyance or permit with a consideration exceeding $500.00 shall be accompanied by an Attorney’s Certificate of Title.
(c) Interest acquired in lands for trail use utilizing Federal Recreational Trail Program, FRTP, funds to match state funds shall comply with terms of FRTP manual.

A. 2. Provide trail for public use. Construct the trails and provide adequate maintenance which shall include keeping the trails reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The Sponsor and not the State is responsible for maintaining signs and all trails. If the Sponsor fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold future payments to the Sponsor and/or terminate this agreement.

A.3. Display expenditures and outcomes of grant funds. As a recipient of a 2010 state grant funded by an appropriation under (HF 2123) 2009, Chapter 37, Article 1, Section 4, detailed information on the expenditure of grant funds, and measurable outcomes as a result of the expenditure of funds will be displayed on Grantee’s web site by June 30 each year. If Grantee does not have an active web site, they shall report to the Authorized Representative the detailed information on expenditure of grant funds. Grants funded will be listed on the State’s website.

B. TECHNICAL ASSISTANCE.
The State shall give technical assistance to the Sponsor in establishing trails upon request.

C. FUNDING.
The state’s sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become
D. REIMBURSEMENT.
The State agrees to reimburse the Sponsor sixty-five percent (65%) of the cost of trail acquisition, development, and administration except trail maintenance and liability insurance which shall be reimbursed at the rate of ninety percent (90%) for all eligible costs. All costs shall be in accordance with the allowable charges and costs listed in the Manual. This grant shall not exceed the State Cost as specified above.

All services provided by the Sponsor under this grant 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 Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

E. PAYMENT.
The Sponsor must submit a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, and developing the trail, all in accordance with the Manual. Additionally, the Sponsor must submit original receipts of actual purchases exceeding $100.00.

E. 1. First Payment: Upon receipt of the request for reimbursement evidencing acceptable trail costs of $500.00 or more for acquisition development, or maintenance, the State agrees to reimburse the Sponsor for approved costs in accordance with the Manual. The State shall not be required to pay for any services provided by the Sponsor which the State determines to be unsatisfactory as determined by the State’s authorized representative.

E. 2. Subsequent Payments: Each thirty (30) successive days after the first payment, the Sponsor may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this agreement is terminated.

E. 3. Trail Segments: It is understood that if the trail system is developed in segments, the Sponsor may submit requests for reimbursement as soon as continuous and workable segments are completed.

F. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY
F.1. Government Data Practices. The Sponsor 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 Sponsor under this grant contract. The civil remedies of Minn. Stat. Ch. 13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State.

F. 2. Request to Release Data. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released.

G. STATE AUDITS.
Under Minnesota Statutes Ch. 16C.05, subd. 3, the Sponsor’s 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. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.

H. WORKERS COMPENSATION.
The Sponsor certifies that it is in compliance with Minnesota Statutes Ch. 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor’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.

I. LIABILITY.
Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State’s liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Ch. 3.736 and other applicable law. The Sponsor’s liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minnesota Statutes Ch. 466.02 and other applicable law.
J. TERM.

J. 1. Effective date: (INSERT DATE HERE, usually the date the contract was written), or the date the State obtains all required signatures under Minnesota Statutes Ch. 16C.05, subdivision 2, whichever is later. The Sponsor must not begin work under this grant contract until this contract is fully executed and the Sponsor has been notified by the State’s Authorized Representative to begin the work.

J. 2. Expiration date: June 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever is sooner. [This expiration date includes the certification period as authorized in Minn. Stat. Ch. 16A.28, subd. 6.]

Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: L. Liability; G. State Audits; F. Government Data Practices; I. Publicity and Endorsement; O. Governing Law; Jurisdiction, and Venue; and N. Data Disclosure.

K. TERMINATION.

This Agreement may be terminated by the State in the event of a default by the Sponsor; the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. The State may cancel this grant contract at any time, with or without cause, upon 30 days’ written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. It may also be terminated upon mutual agreement by the State and the Sponsor.

L. PUBLICITY AND ENDORSEMENT.

L. 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 Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

L. 2. Endorsement: The Sponsor must not claim that the State endorses its products or services.

M. ASSIGNMENT, AMENDMENTS, WAIVER, AND GRANT AGREEMENT COMPLETE

M.1 Assignment. The Sponsor may neither assign nor transfer any rights or obligations under this grant agreement 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 agreement, or their successors in office.

M.2 Amendments. Any amendment to this grant 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 agreement, or their successors in office.

M.3 Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

M.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

N.1 Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

N.2 Explanation. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

O. DATA DISCLOSURE.

Under Minnesota Statutes Ch. 270C.65, Subd. 3, and other applicable law, the Sponsor 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 Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.
P. 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.

Q. ACCESSIBILITY.
Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at [http://www.access-board.gov](http://www.access-board.gov)

R. MONITORING
The State’s authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

S. AUTHORIZED REPRESENTATIVE.
S. 1. The State’s Authorized Representative is (NAME, TITLE, ADDRESS, TELEPHONE NUMBER of Area Supervisor), or his/her successor, and has the responsibility to monitor the Sponsors 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.
S. 2. The Sponsor’s Authorized Representative is (NAME, TITLE, ADDRESS, TELEPHONE NUMBER). If the Sponsor’s Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

The authorized representative of the Sponsor is prohibited from being an officer or bookkeeper/accountant of the club or organization receiving this grant on behalf of the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SPONSOR (LOCAL GOVERNMENT UNIT)

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<th>County</th>
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Authorized Representative Signature: [Signature]
Title: [Title]
Date: [Date]

Authorized Representative Signature: [Signature]
Title: [Title]
Date: [Date]

STATE (DEPARTMENT OF NATURAL RESOURCES)

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

State Encumbrance Verification
CFMS #: [CFMS #]
Date: [Date]

Signature (Recommend for Approval): [Signature]
Parks & Trails Regional Manager
Date: [Date]

Authorized Signature: [Signature]
Parks & Trails Division Director
Date: [Date]