

# Angler and Hunter Recruitment, Retention and Reactivation (R3) Round 5

## Grant Application Packet



### ***Application Deadline for Round 5***

Completed grant applications must be received by

**2:00 p.m. CDT, Thursday, April 4, 2019**

Late submissions will not be accepted.

**Grant request minimum: \$5,000, maximum: \$49,999**

### **Submit your application electronically to:**

Jeff Ledermann at [jeff.ledermann@state.mn.us](mailto:jeff.ledermann@state.mn.us)

With the Subject Title: Angler and Hunter R3 Grant



Minnesota Department of Natural Resources

Division of Fish and Wildlife

500 Lafayette Road, Box 20

St. Paul, MN 55155

[http://www.dnr.state.mn.us/angler\\_hunter\\_grants.html](http://www.dnr.state.mn.us/angler_hunter_grants.html)

## Table of Contents

<b>General information</b>	<b>Page</b>
Introduction	3
Questions	3
How to Apply	3
Who is Eligible	4
Grant Requirements and Limitations	5
How Grant Applications are Scored	6
Application Timeline	7
 <b>Application materials</b>	
Grant Application Form Instructions	8
Grant Application Form	8–10
Budget Worksheet	11
 <b>Grant Agreement</b>	
Grant Agreement Sample	12-17

### ***Introduction***

The Minnesota Department of Natural Resources created the Angler and Hunter Recruitment, Retention and Reactivation (R3) Grants Program in 2015 to help local groups support Minnesota's angling and hunting heritage.

Through these R3 grants, the Department is addressing growing concerns over declines in hunting and angling participation. "Recruitment" means bringing a person into hunting and/or fishing through their participation in, and commitment to, an activity. A minimum outcome is that the person leaves holding a positive experience and opinion toward hunting and fishing. Recruitment can include invoking a positive change in personal attitude toward outdoor recreation regardless of ongoing physical participation in the activity. "Retention" means maintaining positive, economical, social and/or political involvement in hunting and fishing through a person's continuing participation in, and/or support of these activities. "Reactivation" means re-engaging persons who previously were active in hunting and fishing but their participation has lapsed for some reason. The goal is to get them back to a sustainable level of on-going participation and/or support of these activities.

Developing a grants program for statewide groups is one strategy the Department is using to expand the reach of Outreach section programs and increase hunter and angler recruitment, retention and reactivation. We give priority to programs for new and diverse audiences and those with an ongoing impact rather than one-time events.

The Department provides grant funds annually as authorized by the Legislature; allocation of funds for the Angler and Hunter R3 Grant Program is expected to occur on an annual basis at the discretion of the Commissioner. The Department expects to have \$300,000 available this grant cycle. All grant agreements must comply with the laws and regulations governing the Agency. Multi-organization collaborations are encouraged.

### ***Questions***

If you have a question about these grants or any of the application materials, contact the following Minnesota Department of Natural Resources Project Staff:

- Education and Skills Team Supervisor, Jeff Ledermann, 651-259-5247, [jeff.ledermann@state.mn.us](mailto:jeff.ledermann@state.mn.us)

### ***How to apply***

You must use the forms supplied in this packet, and must include all documentation at the time you submit your written application. An instruction sheet is included with the forms. Incomplete or late applications will not be accepted. Applications must be received by e-mail by 2:00 p.m. CDT on Thursday, April 4, 2019. Applications not received prior to 2:00 p.m. CDT on Thursday, April 4, 2019 will **not** be accepted.

### ***Application and supporting documentation***

The materials and documentation must be submitted via e-mail as attachments.

### ***Submit your application electronically to:***

Jeff Ledermann at [jeff.ledermann@state.mn.us](mailto:jeff.ledermann@state.mn.us)

With the Subject Title: Angler and Hunter R3 Grant

### ***Who is eligible?***

To be eligible for the Angler and Hunter R3 Grants, the group:

1. Must have a mission or educational purpose that supports hunter and/or angler recruitment, retention and reactivation.
2. Must fully execute the grant agreement contract by June 28, 2019. Due to application review and finalization of contracts, applicants should not expect to start grant project work until approximately July 1, 2019. Work cannot start until the grant agreement has been signed by all parties.
3. Must complete all work related to the grant by June 30, 2020.
4. Must use grant funds only for the delivery of programs within the State of Minnesota.
5. Must provide proof of insurance coverage for the duration of the project to the Department prior to full execution of grant agreement.

### ***Applicants who do not meet these criteria are not eligible.***

The Department establishes funding priorities for the Angler and Hunter Recruitment and Retention Grants. The funding priority for the Round 5 of grants is **angler and hunter recruitment, retention and reactivation programs that target underserved audiences, adults, and diverse communities and have an ongoing impact, rather than one-time events.**

Projects that are eligible for funding include:

- Hunter recruitment, retention and reactivation projects that support the [2015 MN Pheasant Summit Action Plan](#).
- Hunter recruitment, retention and reactivation projects that support the [2006 MN DNR Duck Plan](#).
- “Learn to Hunt” projects that specifically target new to hunting or non-hunting adults age 18-44 years of age.
- “Learn to Fish” programs targeting non-fishing adults and families with a focus on the seven county metropolitan area.
- Mentor recruitment and training to support “Learn to Hunt” and “Learn to Fish” programs.
- Reverse mentoring programs in which younger anglers and hunters would be encouraged to re-engage or reactivate anglers and hunters age 45 and older.
- Angling and hunting awareness programs targeting non-fishing/hunting families, especially from diverse and underrepresented populations.
- Long term angling and hunting mentoring programs targeted at new to fishing/hunting or non-fishing/hunting adults age 18-44.
- Creation of innovative self-learning tools to help novice anglers and hunters enhance their skills and gain confidence.
- Creation of a mini-grant program to manage and provide sub-grants to smaller organizations to receive fishing and hunting equipment following MN DNR’s grant requirements and limitations.
- Evaluation of the impact of participation in high school archery, shooting sport and fishing programs on angler and hunter recruitment.
- Other projects that support Minnesota’s angling or hunting heritage as determined by MN DNR.

Applicants must meet all state and federal laws and rules. All participants must be properly licensed for the activity. All programs must be open to the public.

Grants dollars **cannot be used** for activities such as, but not limited to:

- Purchase of hunting or fishing licenses, tags or stamps
- Group banquets, raffle prizes or other fundraising activities
- Hunting and fishing competitions with cash awards or prizes larger than nominal value
- For-profit projects
- Administrative costs, such as overhead or indirect costs

### ***Grant requirements and limitations***

1. The Minnesota Department of Natural Resources will determine how much money is available each year; currently the total is \$300,000. Maximum amount per grant cycle to be awarded will be \$49,999 per grantee. Minimum grant awarded will be \$5,000. The Minnesota Department of Natural Resources may partially fund project(s) at its discretion.
2. Grant requests of \$25,000 or greater are subject to financial review. Before awarding a grant of \$25,000 or greater all non-governmental organizations must have recent financial statements assessed by the Minnesota Department of Natural Resources. Details about this requirement can be found here: [http://www.mn.gov/admin/images/grants\\_policy\\_08-06.pdf](http://www.mn.gov/admin/images/grants_policy_08-06.pdf).
3. No match is required, but organizations are encouraged to include a match of dollars or in-kind labor, materials, services. The amount of match provided by applicants will be considered in the evaluation of proposals.
4. For projects longer than one year in length, an interim report will be required.
5. Grant project funding will be reimbursed to the grantee either upon approval of the interim report and expenses (for expenditures to that point) and/or at the completion of the project and upon approval of the final report and expenses. Consideration for covering expenses, costs, prior to submitting program related invoices and receipts should be made before applying for a grant.
6. Groups that have defaulted on previous grants are not eligible; unless the default was by agreement between the Department and the applicant. In addition, a group may be found ineligible if it had past performance issue(s) (e.g., violated the terms of a Department grant agreement within the past two years.)
7. Submitted projects must be completed before June 30, 2020.
8. Grant recipients shall be required to sign a Grant Agreement Contract (see attached example) with the Minnesota Department of Natural Resources, which must be fully executed before June 28, 2019. When the grant agreement is fully executed (signed by all parties), it becomes public data.
9. No costs/expenses can or will be reimbursed for items or count as match prior to the date of the signed written Grant Agreement Contract (MN Stat. 16B.98).
10. Final grant report and invoices for allowable expenses must be received by July 31, 2020 or before 30 days after completion of the grant. Copies of itemized receipts must be kept on file and submitted.
11. All projects must be open to the public.
12. The State of Minnesota requires proof of insurance coverage for the duration of the project.
13. Capital equipment and fixed assets (vehicles, boats, ATVs, snowmobiles, large ice fishing houses, trailers, computer equipment, etc.) are not eligible.
14. Firearms and ammunition are not eligible.
15. All hunting and angling equipment (bows, rods, tackle, etc.) and other related items with a purchase value of \$4,999 or less are eligible and shall remain the property of the Grantee.
16. Staff costs associated with the activities of the grant are eligible.

## ***How grant applications are scored***

Grant applications are scored by a panel of at least three individuals each with an in-depth and comprehensive understanding of angler and hunter R3; with each person submitting a separate score sheet. Points are awarded according to how well the proposed project meets the following scoring criteria.

### **1 Program focus, design, approach and evaluation = 50 points**

- Project uses innovative approaches to recruit, retain and reactivate adults (20 points)
- Project is research based, utilizes R3 National Action Plan strategies for program design, delivery, evaluation, and participant tracking, <http://shootingcouncil.org/national-hunting-shooting-sports-action-plan/>. Applicants should also reference Minnesota's R3 toolkit for local research, program and evaluation examples, [http://files.dnr.state.mn.us/fish\\_wildlife/outreach/r3/r3\\_toolkit.pdf](http://files.dnr.state.mn.us/fish_wildlife/outreach/r3/r3_toolkit.pdf). (10 points)
- Clearly identifies target audience, program goals and learning objectives and evaluation tools and how these lead to angler or hunter recruitment, retention, and reactivation (10 points)
  - Projects include a process to make sure program participants are registered and tracked, including in the MN DNR electronic license system by signing up for a DNR Customer ID Number. Numbers are also assigned when purchasing MN DNR hunting and fishing licenses.
- Projects will receive additional consideration for any of the following (10 points):
  - Supports Minnesota Pheasant Plan, Minnesota Duck Plan, or supports efforts to increase or diversify sport fishing on Mille Lacs Lake
  - Targets adults age 18-44 who are new to hunting or who are currently non-hunters
  - Targets females age 18-44
  - Targets diverse and under-represented audiences, especially people of color and new immigrants
  - Supports recommendations from the Commissioner's Council on Recruitment and Retention, <http://files.dnr.state.mn.us/recreation/hunting/harr/ccrr.pdf>
  - Supports National Hunting and Shooting Sports Action Plan recommendations <http://shootingcouncil.org/national-hunting-shooting-sports-action-plan/>

### **2 Financial Need = 10 points**

- Amount of State funding requested compared to total project budget (projects with a lower ratio of state to applicant funding will be scored higher)
- Cost Share: Other non-state funding sources (projects with multiple funding partners will be scored higher)

### **3 Feasibility of Project = 40 points**

- Timeline (projects with a realistic timeline will be scored higher)
- Scope of Work (projects where the scope of the work matches the goals of the grant program will be scored higher)
- Sustainability (projects that have plans to ensure the ability of the organization to effectively carry out recruitment and retention activities beyond the grant period will be scored higher)
- Correlation of Project Work with Budget (projects where work to be performed matches project budget will be scored higher)
- Staff and Equipment (projects that demonstrate adequate involvement of staff and equipment to complete the work will be scored higher)

Applicants may apply for multiple grant rounds. The Director of the Minnesota Department of Natural Resources, Division of Fish & Wildlife determines final grant awards.

### ***Proposed Grant Program Deadlines***

- Applications due: 2 p.m. CDT, Thursday, April 4, 2019
- Grant project start date: Due to application review and finalization of contracts, applicants should not expect to start project work until approximately July 1, 2019
- Grant Agreement Contracts must be signed and fully executed: On or before June 28, 2019
- Projects must be completed by: June 30, 2019
- Final Grant Report and invoices for allowable expenses must be received by: July 31, 2020 or within 30 days after completion of the grant

# Minnesota Department of Natural Resources

## Angler and Hunter Recruitment, Retention and Reactivation (R3) Grants Application

### Grant Application Form Instructions:

Fill out form completely and submit electronically along with any supporting documentation (if applicable). Please attach separate pages for the "Description of Project", "Project Work Plan" and "Itemized Budget". All applications must be complete upon submission. Applications will be scored shortly after the deadline. Applicants will not be contacted for additional information.

Round 4 application deadline is **2:00 p.m., Thursday, April 4, 2019**. For application questions, please contact the following Minnesota Department of Natural Resources Project Staff:

- Education and Skills Team Supervisor, Jeff Ledermann, 651-259-5247, jeff.ledermann@state.mn.us

### Grant Application Form

<i>(For MNDNR use)</i>	
<b>Project #:</b> _____	<b>Received Date:</b> _____
<b>1. Contact Information:</b>	
Organization Name: _____	
Representative Name: _____	
Address: _____	
City: _____ State: _____ Zip: _____	
Phone: (daytime) _____ (evening) _____	
Email Address: _____	
<b>2. Project Title:</b>	
<b>3. Amount of State Grant Funds Requested: \$</b> _____	
<b>4. Project Summary (provide a 150 word or less basic description of your project):</b>	



5. **Project Start Date:** \_\_\_\_\_

**Project End Date:** \_\_\_\_\_

6. **Description of Project:** *Create additional pages to answer the following questions, A-E*

**A. Need:** Explain why there is demand for the project or why it is necessary.

**B. Project Goal and Objectives:**

- 1) Based on the need for this project, outline your goals and learning objectives in specific detail.
- 2) Describe how your project will meet these goals and objectives.
- 3) Does your project pilot or test new and **innovative** ways of reaching, training, and developing anglers and hunters?

**C. Target Audience:**

- 1) Describe your project's target audience.
- 2) Is your project targeting non-traditional audiences such as females, adults with no previous angling or hunting experience, non-white populations?

**D. Program Design:** Describe your program design, address the items below, and provide a Project Results Chain and Project Outline.

- 1) Identify literature and examples of other successful projects that led to your project design and approach. Identify in detail the methods that will result in meeting stated objectives.
- 2) Is your project a single "one and done" experience or does it provide a multi-session, scope and sequence type learning opportunity?
- 3) Does your project have the ability to track participants over time? Describe how you will track and document participants to support your stated program outcomes
- 4) Does your project support the recommendations of the Commissioner's Council on Recruitment and Retention and/or the National R3 Plan? If so, describe in detail how.

**E. Project Outcomes:**

- 1) Describe how your project will recruit, retain or reactive anglers or hunters.
- 2) Describe how you will track participants and document your measurable outcomes.
- 3) What is your plan to continue the project once the grant is over?

7. **Project Work Plan:** *Create additional pages* using the following format to develop and attach a Work Plan that describes how you will deliver and evaluate your program, including time frames and mid-term project milestones that will be indicators of progress toward completion. If awarded a grant, **this work plan and budget will be incorporated into your grant agreement.**

- **Goal statement** – Identify the purpose and expected recruitment, retention and reactivation outcomes of the project – why is this project necessary and what is it you hope to achieve
- **Project evaluation plan** – Summarize how you will evaluate the project to determine whether it has been successful - what is the starting point for measurement and how do you verify the validity of the results.
- **Tasks** – Outline the key steps (Tasks) to implement the project and the necessary actions (subtasks) to implement each step. There is no minimum or maximum number of tasks a project must have, but the **two "must have" tasks for every project are Evaluation and Reporting.** For each subtask, identify the timeframe, responsible party, and estimated funds (identify the source of the match if other than the applicant).

**Blank example of format to use for Tasks:**

**Task \_\_\_ of \_\_\_ --** \_\_\_\_\_

**Subtask \_\_\_:** \_\_\_\_\_

**Timeframe:** \_\_\_\_\_

**Title of Person(s) Responsible:** \_\_\_\_\_

**Estimated Funds:** Grant: \$\_\_\_\_\_ Match: \$\_\_\_\_\_ Total: \$\_\_\_\_\_

**Subtask \_\_\_:** \_\_\_\_\_

**Timeframe:** \_\_\_\_\_

**Title of Person(s) Responsible:** \_\_\_\_\_

**Estimated Funds:** Grant: \$\_\_\_\_\_ Match: \$\_\_\_\_\_ Total: \$\_\_\_\_\_

**Task \_\_\_ Total:** Grant: \$\_\_\_\_\_ Match: \$\_\_\_\_\_ Total: \$\_\_\_\_\_

**Filled in Example below of Tasks format:**

**Task 6 of 6 -- Reporting**

**Subtask 6a:** Will submit a Interim Report within 1 year of the execution of the grant agreement or at 50% completion of the project, whichever occurs first.

**Timeframe:** January 1, 2020 – January 31, 2020

**Person(s) Responsible:** Outreach Coordinator

**Estimated Funds:** Grant: \$0 Match: \$150 Total: \$150.00

**Subtask 6b:** Will submit a Final Report within 1 month of the end of the grant agreement or at 100% completion of the project, whichever occurs first.

**Timeframe:** June 1, 2020 – June 30, 2020

**Person(s) Responsible:** Outreach Coordinator

**Estimated Funds:** Grant: \$0 Match: \$300 Total: \$300.00

**Task 6 - Total:** Grant: \$0 Match: \$450 Total: \$450.00

**8. Itemized Budget:** *Use budget worksheet at end of this application.*

Please email completed application to: [jeff.ledermann@state.mn.us](mailto:jeff.ledermann@state.mn.us)  
Round 5 applications must be received by 2:00 p.m., Thursday, April 4, 2019

## Budget Worksheet

**Budget narrative and detail** – Enter your projected costs for each applicable cost category below, indicating for each category the portion of the cost that is a Cash Cost and the portion that is In-Kind Value. Most projects won't have costs in all categories.

Important: Costs incurred prior to the start date of the grant agreement are not eligible for reimbursement or match. Non-state match is not required for this grant round. This match may be in the form of cash or in-kind labor, materials, etc.

Estimated Funding:

- |   |    |  |
|---|----|--|
| a. State (amount you are requesting from MN DNR)    | \$ |  |
| b. Applicant (funding from you)                     | \$ |  |
| c. Local funding from other sources (non-applicant) | \$ |  |
| d. In-kind (labor, materials, etc...)               | \$ |  |
| e. Total project cost                               | \$ |  |

Estimated Budget detail – itemize the project budget and how state grant funding will be matched

State-funded Budget Items (detail for item "a" above)	Item Cost	# Items	Total Cost
<b>State Total</b>			

Cash Match Items (detail for items "b" and "c" above)	Item value	# Items	Total value
<b>Cash Match Total</b>			

In Kind Labor Services Match Description (detail for item "d" above) <i>Volunteer labor =\$24.03/hr</i>	Item Cost/ Hourly rate	# Items/Hrs	Total value
<b>In Kind Total</b>			

**The following grant contract example is provided for information only to demonstrate the level of expectations and requirements associated with completing a grant project with the MN DNR – DO NOT COMPLETE OR SUBMIT AS PART OF THE APPLICATION!**

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS BEFORE SENDING THIS TO THE GRANTEE. INCLUDE AN ENCUMBRANCE WORKSHEET IN ORDER TO ASSIST YOUR AGENCY'S FINANCIAL MANAGEMENT WITH ENCUMBERING THE MONEY FOR THIS GRANT CONTRACT.]

**STATE OF MINNESOTA  
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD]. EXAMPLE: Commissioner of \_\_\_\_\_ OR Director of \_\_\_\_\_.] ("STATE") and [GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS] ("GRANTEE").

**Recitals**

1. Under Minn. Stat. \_\_\_\_\_ [INSERT THE STATUTORY AUTHORITY TO ENTER INTO THIS GRANT. YOU MUST HAVE SPECIFIC STATUTORY AUTHORITY] the State is empowered to enter into this grant.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE GRANT].
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract**

**Term of Grant Contract**

***Effective date:***

[SPELL OUT FULL DATE (e.g., August 1, 2018)], or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

***Expiration date:***

[SPELL OUT FULL DATE (e.g., August 1, 2018)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

***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.

**Grantee's Duties**

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

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#),

Subd. 4 (a) (1).

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THE STATE AND GRANTEE ARE CLEAR ON EXPECTATIONS, RESULTS AND OUTCOMES. THIS CAN BE DONE BY:

1) LISTING THE GRANTEE'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE

OR

2) USE AN EXHIBIT/ATTACHMENT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES. YOU MUST INDICATE THAT THE EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS "PERFORM THE DUTIES SPECIFIED IN EXHIBIT A WHICH IS ATTACHED AND INCORPORATED INTO THIS GRANT CONTRACT."]

## **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.

## **Consideration and Payment**

### ***Consideration.***

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

### ***Compensation***

The Grantee will be paid [EXPLAIN HOW THE Grantee WILL BE PAID. EXAMPLES: "an hourly rate of \$\_\_\_\_\_ up to a maximum of \_\_\_\_\_ hours, not to exceed \$\_\_\_\_\_;" or "a lump sum of \$\_\_\_\_\_."

IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, "ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS GRANT CONTRACT. " BE SURE TO ADD ANY GRANTEE MATCHING REQUIREMENTS.]

### ***Travel Expenses***

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT \$0.00]; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

### ***Total Obligation.***

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE].

## **Payment**

### ***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 submitted timely and according to the following schedule:

[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

### ***Federal funds.***

(Only when applicable. Delete and do not include if funding source is not federal funds)

Payments under this grant contract will be made from federal funds obtained by the State through Title \_\_\_\_\_ CFDA number \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

### ***Unexpended Funds***

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

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

- (a) Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- (b) Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- (c) Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

### **Conditions of Payment**

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

### **Authorized Representative**

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL], or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

#### ***Assignment***

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

### ***Amendments***

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

### ***Waiver***

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

### ***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.

### ***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.

### ***State Audits***

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

### ***Government Data Practices and Intellectual Property Rights***

#### ***Government Data Practices***

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

#### ***Intellectual Property Rights***

[CONTACT YOUR AGENCY'S LEGAL DIVISION AND/OR ASSISTANT ATTORNEY GENERAL TO COMPLETE THIS SECTION.]

### ***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.

### ***Publicity and Endorsement***

#### ***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.

### ***Endorsement***

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

### **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.

### **Termination**

[AT A MINIMUM, MUST INCLUDE LANGUAGE IN 14.1, TERMINATION BY THE STATE. AGENCIES MAY INCLUDE 14.2, 14.3 AND ALTERNATE TERMINATION LANGUAGE AS DETERMINED BY THE AGENCY AND ASSISTANT ATTORNEY GENERAL OR AGENCY LEGAL DIVISION CONSULTATION]

#### ***Termination by the State***

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

#### ***Termination for Cause***

The State may immediately terminate this grant contract 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.

#### ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

- (a) Funding for Grant No. [FEDERAL OR OTHER NON-STATE GRANT NUMBER] is withdrawn by the [INSERT FEDERAL OR NON-STATE GRANTING AGENCY] [IF THIS GRANT AGREEMENT IS FOR STATE GRANT FUNDS ONLY, DELETE SECTION A]
- (b) It does not obtain funding from the Minnesota Legislature [STATE GRANT FUNDS ONLY]
- (c) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax 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 funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

### **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:\_\_\_\_\_

Date:\_\_\_\_\_

SWIFT Contract/PO No(s).\_\_\_\_\_

**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:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**3. STATE AGENCY**

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative