

## Rum River Watershed Partnership Board Meeting

**November 30,2022**

**4:30-6:30 PM**

**Location:** Mille Lacs County Courthouse, lower level, Conf rm D, 635 2<sup>nd</sup> St SE, Milaca, MN 56353

### **Alternates and staff can join via Zoom:**

<https://us02web.zoom.us/j/81776363672?pwd=VCtYeDBGS2NlekZWk0I5VzkrbmJKdz09>

Phone: 1 312 626 6799

Meeting ID: 817 7636 3672

Passcode: 529889

**Coming together** to identify shared goals.

**Planning together** to leverage unique capacity.

**Working together** to achieve results.

### **Vision Statement**

- Clean, abundant water for consumption, recreation, and habitat
- Collaborative partnership among communities, working together towards a common goal
- Community members and decision makers understand the challenges and opportunities facing the watershed
- Innovative strategies to meet our goals

### Primary representatives:

Aitkin County- Laurie Westerlund

Aitkin SWCD- Bob Janzen

Anoka CD- Colleen Werdien

Benton County-Ed Popp

Benton SWCD- Wade Bastian

Isanti County- Greg Anderson

Isanti SWCD- Al Koczur

Kanabec SWCD- Kim Johnson

Mille Lacs SWCD- Jake Janski

Mille Lacs Band of Ojibwe-Kelly Applegate

Morrison SWCD- Dale Scholl

Morrison County- Mike Wilson

Sherburne County- Lisa Fobbe

Sherburne SWCD- Kerry Saxton

CCd: member staff representatives, others requested to be on cc list

## Agenda Items

Topic	Purpose	Lead	Time
<b>1. Call to Order and introductions</b>		Chair	5 min.
<b>2. Approve agenda</b>	INFO/DECIDE	Chair	1 min.
<b>3. Approve September 22, 2022 minutes</b>	DECIDE	Chair	1 min.
<b>4. Progress reports/updates</b> <ul style="list-style-type: none"> <li>• Progress since last JPE meeting</li> <li>• Education and Outreach Subcommittee</li> </ul>	INFO	Determan	10 min.
<b>5. Approve 2023 Work Plan</b> <ul style="list-style-type: none"> <li>• Consider comments received</li> </ul>	DECIDE	Determan	15 min.
<b>6. DRAFT FY23 WBIF Policies Review</b> <ul style="list-style-type: none"> <li>• Policies</li> <li>• <a href="#">Project ranking form</a></li> </ul>	INFO	Determan/ Schurbon	40 min.
<b>7. JPE Insurance</b>	DECIDE	Schurbon	10 min.
<b>8. Liaison: December 19<sup>th</sup> IPC</b>	DECIDE	Chair	1 min.
<b>9. January Board member changes</b>	INFO	Chair	2 min.
<b>10. Next Steps</b>	INFO	Chair	5 min.
<b>11. Next Meeting Date: January 26, 2022</b>	DECIDE	Chair	2 min.
<b>12. Adjourn</b>	DECIDE	Chair	

## Rum River Watershed Partnership

<b>Rum River Watershed Partnership Board Meeting Minutes</b>		<p><b>Coming together</b> to identify shared goals.  <b>Planning together</b> to leverage unique capacity.  <b>Working together</b> to achieve results.</p>
<p><b>September 22, 2022</b>  <b>4:30PM – 6:30PM</b></p>		<p><b>Vision Statement</b></p> <ul style="list-style-type: none"> <li>- Clean, abundant water for consumption, recreation and habitat</li> <li>- Collaborative partnership among communities working towards a common goal</li> <li>- Community members and decision makers understand the challenges and opportunities facing the watershed</li> <li>- Innovative strategies to meet our goals</li> </ul>
<p>In Person Meeting          MLC Courthouse,          lower level, Conf rm D, 635 2<sup>nd</sup> St SE,          Milaca, MN 56353</p>		
		<b>Note taker:</b> Lydia Godfrey, Isanti SWCD
<b>Voting Members Present:</b>	<p>Colleen Werdien - Anoka Conservation District          Laurie Westerlund – Aitkin County          Bob Janzen – Aitkin SWCD          Ed Popp – Benton County          Wade Bastian – Benton SWCD          Greg Anderson – Isanti County          Al Koczur – Isanti SWCD          Kim Johnson – Kanabec SWCD - <i>(virtual attendance-no voting)</i>          Jake Janski – Mille Lacs SWCD          Dale Scholl – Morrison SWCD          Mike Wilson – Morrison County          Lisa Fobbe – Sherburne County          Kerry Saxton – Sherburne SWCD</p>	
<b>Alternates Present:</b>	<p>Barbara Burandt – Sherburne County, Alternate - <i>(virtual attendance)</i></p>	
<b>Partners and Staff Present:</b>	<p>Jamie Schurbon – Anoka Conservation District          Tiffany Determan – Isanti SWCD - <i>(virtual attendance)</i>          Lydia Godfrey- Isanti SWCD          Deanna Pomije – Kanabec SWCD - <i>(virtual attendance)</i>          Susan Shaw – Mille Lacs SWCD          Francine Larson – Sherburne SWCD - <i>(virtual attendance)</i>          Barb Peichel –BWSR          Gerry Maciej – Benton SWCD          Perry Bunting – Mille Lacs Band of Ojibwe</p>	
<b>Voting Members Absent:</b>	<p>Kelly Applegate-Mille Lacs Band of Ojibwe</p>	

1. Meeting called to order by Janski at 4:32 pm. Introductions led by Janski. Only members present in-person may vote.
2. Approve Agenda

**Motion by Westerlund to approve the agenda;** second by Fobbe. Affirmative: All. Opposed: None. **The Motion Carried.**

3. Approve July 28, 2022 Rum River Watershed Partnership Board meeting minutes  
Werdien questioned if the Mille Lacs Band of Ojibwe was present at the last meeting since it is not reflected in the minutes. Shaw clarified that they were not a signed member yet, so they are not listed as an absent member.

**Motion by Saxton to approve the July 28<sup>th</sup>, 2022 outcomes as presented;** second by Koczur. Affirmative: All. Opposed: None. **The Motion Carried.**

4. Progress Report and Updates

Determan led the updates and progress report. The goal for 2022 is to stay on track to get the work plan approved by BWSR by March 2023. At this meeting, the goal is to move the work plan onto the 45-day courtesy review period. At the next board meeting, comments will be addressed, and the annual work plan will be approved for submittal to BWSR.

During the last board meeting it was decided any agency that has adopted the plan but has not signed the JPA can be an ex-officio member. Some of the invited non-voting members have not yet responded. Those that responded were sent the draft work plan. There were only two minor comments from state agencies. Otherwise, there was approval from all staff members that had signed into the JPE.

The Implementation Planning Committee met on September 19<sup>th</sup> and made some minor refinements to the annual work plan. BWSR gave the IPC training about grant administration for those using WBIF funds. Koczur was the JPE representative that sat in on the IPC meeting, and he stressed the BWSR training's message to keep all records and invoices.

The Mille Lacs band has signed onto the JPE.

**Comments:**

Janski noticed a typo on the timeline. The funding request to BWSR will go begin 12/1/2022 not 12/1/2023 and end 12/15/2022.

5. JPE Attorney Update

Schurbon walked the group through the attorney update summary starting on page 25 of the agenda. Schurbon sought two more proposals and got further details from the original attorney proposal. All three firms have experience working with watersheds. Each has different hourly rates. Each rate is based on the lead attorney's rate, but two of the firms have a lower rate for their other workers. Schurbon issued a reminder that the attorney will not be able to be paid using grant funds until the entity receives the grant.

**Motion by Bastian to accept the proposal from Kennedy and Graven** second by Fobbe. Affirmative: All. Opposed: None. **The Motion Carried.**

Discussion:

Bastian asked if Hannah Schacherl with Rinke Noonan would charge the same rate as their lead

attorney. Schurbon relayed that she would have a lower rate, and the group should expect the work to be done by a mix of the higher rate and the lower rates. Bastian questioned how many approximate hours the attorney would be needed. Schurbon estimated between 20 and 30 hours total.

Popp suggested the group reaches out to other watersheds to see what their legal fees are. Schurbon responded that \$200 an hour is common for watersheds.

Westerlund asked if a letter was sent out to county attorneys to see if they are interested. Schurbon responded that county attorneys were asked earlier in the process and were not interested. Janski reminded the group that at the last JPE board meeting members believed that hiring an outside firm was more equitable.

Janski reminded the group that the chosen firm can be changed in the future.

## 6. JPE Insurance

Schurbon discussed insurance options for the JPE. Insurance will be needed for the entity but the funds to pay for it will not come until the grant is executed. However, the process will take a while so Schurbon has initiated the process. Minnesota Counties Intergovernmental Trust (MCIT) represents many of the partners and are the only option right now.

The board reviewed the exposure survey and decided if workers' compensation should be included. Workers' compensation would cover something that would happen to board members at, or on the way to, a meeting.

**Motion by Wilson to waive workers' compensation coverage** second by Popp. Affirmative: All. Opposed: None. **The Motion Carried.**

At the next meeting, there should be a complete insurance quote that includes more options. Schurbon will ask for a high and low quote from MCIT.

**Motion by Bastian to submit exposure survey to MCIT** second by Fobbe. Affirmative: All. Opposed: None. **The Motion Carried.**

## Discussion:

If workers' compensation is desired MCIT will want the board to get a taxpayer identification number. However, as an entity, a taxpayer identification number may not be wanted since it implies the entity has staff. Fobbe and Popp added that they already covered through their work, and it likely would cover them for these meetings as well. Therefore, they would not need workers' compensation from the entity.

Werdien asked if someone doing grant work for the entity would also be covered. Schurbon informed the group that if someone works on a project using grant funds there will be wording to pass liability onto them. However, he warned that lawsuits could still be possible.

## 7. DRAFT Annual Work Plan Review

Determan reviewed the annual work plan. There are few changes from last time. Board members should be familiar enough to explain the plan to their boards.

The operating budget will be paid for using WBIF. There will be a lot of staff time required to administer the grant which will not be completely covered under the current budget. The total operating budget sum will not change, however, some of the funding may shift between the categories. A shift of 10% or less within the categories will not require board approval.

The partnership-funded programs section will include any money the partnership would administer. Money was allocated to tasks in the plan by asking partners what projects are planned in the priority areas to ensure goals will be achieved and WBIF will be used. There will always be overlapping sources of funding.

Determan reviewed Table 1 of the work plan. There is a 10% grant match requirement that will be pulled from certain project categories. IPC partners provided input on the match they had available, so there is confidence where the grant match will come from. Money is being targeted to surface water restoration, protection, and outreach, and education since those are the tier 1 items in the work plan. There will be a small board of staff to create a watershed-wide outreach and engagement, and they will ask for a board liaison to participate. Projects will be targeted in tier 1 areas but will move on to tier 2 areas if needed.

Figure 2 of the work plan is to provide a visual for actions that will be taken and their funding sources within each management zone. The final section is implementation tracking which will be added to as the plan is acted on.

Members should take the plan back to their board and check if they have comments. Staff will put together a summary that members can send to their respective boards. All comments can be sent to Determan as a memo or an email. Those comments will be summarized and presented at the next meeting. If there are questions members should first consult their staff representative and then Determan.

**Motion by Bastian to approve work plan to move into 45-day courtesy review period** second by Fobbe. Affirmative: All. Opposed: None. **The Motion Carried.**

### **Discussion**

Janski asked if the operating budget was an annual budget. The budget covers fiscal year 2023 so it is not annual. Determan is going to add text to the table to clarify. Westerlund asked where funding will come from after the grant ends and Schurbon clarified there will be another round of grants in the future.

There was a discussion highlighting the importance of using WBIF to do projects. Anderson informed the group he recently attended a presentation by a BWSR representative, and the presenter commented that the majority of WBIF should go to projects. There was concern that legislation may be dissatisfied with funding statistics if they look to reevaluate 1W1P funding. Janski added it will be important to highlight the work that has been done when the Clean Water Land and Legacy Act is up for reelection. Peichel assured that the work to set up projects and lay the foundation is also very important. Determan affirmed that the projects in the work plan are goals that can confidently be achieved.

Janski asked if categories in the annual plan were able to deviate by 10% without board approval. Determan confirmed that is correct since a deviation between the categories of more than 10% would require BWSR to approve.

Due to open meeting laws, members should not reply all to the group emails.

### 8. Next Steps

The board should expect a summary packet of the annual work plan in about a week. They should then send the annual work plan to their boards and see if they have comments while it is in its 45-day review period.

9. **Next Meeting Date:**

November 30, 2022 at 4:30 pm.

10. Janski called to adjourn the meeting at 5:57 pm.

**MEMO****Rum River Watershed Partnership Joint Powers Entity Board****Agenda Item 4: Progress report/Updates****Meeting Date: November 30, 2022****Prepared by: Staff****September 2022**

<b>September Administration</b>	Work plan updates, operating budget discussions, Implementation Advisory Committee & RRWP Board agenda, policy drafting
<b>September 6 Implementation Planning Committee</b>	Deadline for 2023 work plan comments, updated work plan
<b>September 19 Implementation Planning Committee Meeting</b>	Final draft 2023 work plan review, BWSR financial training
<b>September 22 RRWP Board meeting</b>	Draft 2023 Work Plan approval, operating budget approval
<b>September 28th</b>	Work Plan sent to member boards for 45-day courtesy review
Accomplishments: Work plan moved to 45-day courtesy review	

**October 2022**

<b>October Administration</b>	Implementation Planning Committee agenda and prep, policy drafting
<b>October 17 Implementation Planning Committee</b>	Draft WBIF Project Policies Review, solicit members for Education and Outreach Subcommittee
<b>October 17-November 14</b>	Implementation Planning Committee- comments on draft policies collected
Accomplishments: Draft WBIF Policies	



<b>November 2022</b>	
<b>November Administration</b>	WBIF Policy updates, contracts drafting, prep for WBIF submission, RRWP Board agenda, contacts development
<b>November 14th</b>	45-Day work plan courtesy review period ends
<b>November 16 Education and Outreach Sub-Committee</b>	Draft Education and Outreach plan discussion
<b>November 30<sup>th</sup> RRWP Board meeting</b>	2023 Work Plan approval, Draft WBIF Project Policies review
Accomplishments: Work plan approved and WBIF ready for BWSR submission	

**Upcoming:**

<b>December 1-29, 2022</b>	<b>FY23 Funding Request to BWSR</b>
<b>December 19, 2022</b>	<b>Implementation Planning Committee</b>
<b>January 1-16, 2023</b>	<b>FY23 Work Plan to BWSR</b>
<b>January 26<sup>th</sup>, 2022</b>	<b>RRWP Board meeting</b>

# MEMO

## Rum River Watershed Partnership Joint Powers Entity Board

**Agenda Item 5: Approve 2023 Work Plan**

**Meeting Date: November 30, 2022**

**Prepared by: Tiffany Determan, RRWP Coordinator**

### PURPOSE/ACTION REQUESTED

- 1) Consider changes per request(s) of members made during 45-day review period.
- 2) Approve 2023 work plan and authorize staff to submit FY23 Watershed Based Implementation Funding request and Work Plan to the Board of Water and Soil Resources (BWSR).

### SUMMARY

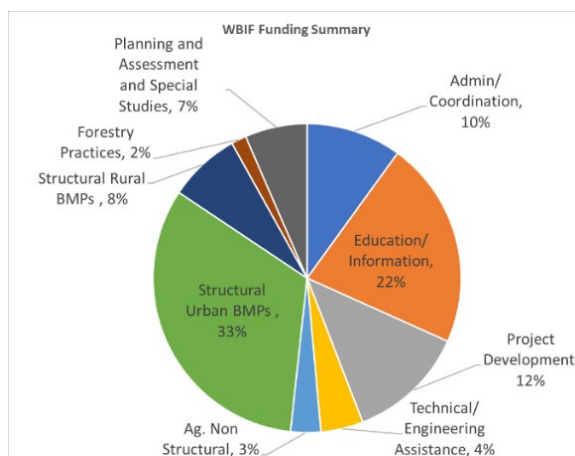
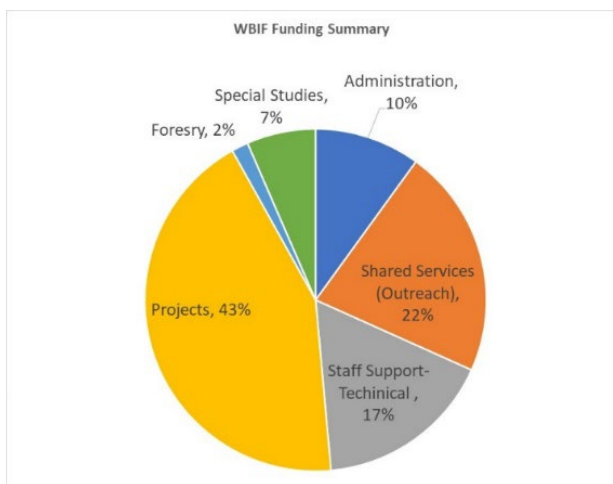
On September 28th the DRAFT 2023 Work Plan was sent to all members to solicit comments. The deadline for comments was November 14<sup>th</sup>. One comment was received as follows:

#### Isanti County Comment:

On behalf of the Isanti County Board of Commissioners thank you for providing an overview of the Rum River 1W1P 2023 Annual Work Plan at last week’s Committee of the Whole. The comments from the Commissioners is a suggestion to correlate the Activity Categories on pages five and seven with the Pie Chart contained on the front page of the 45 Day Courtesy Review Memo and if needed provide more detail in the Activity Description.

Original Pie Chart

Updated Pie Chart

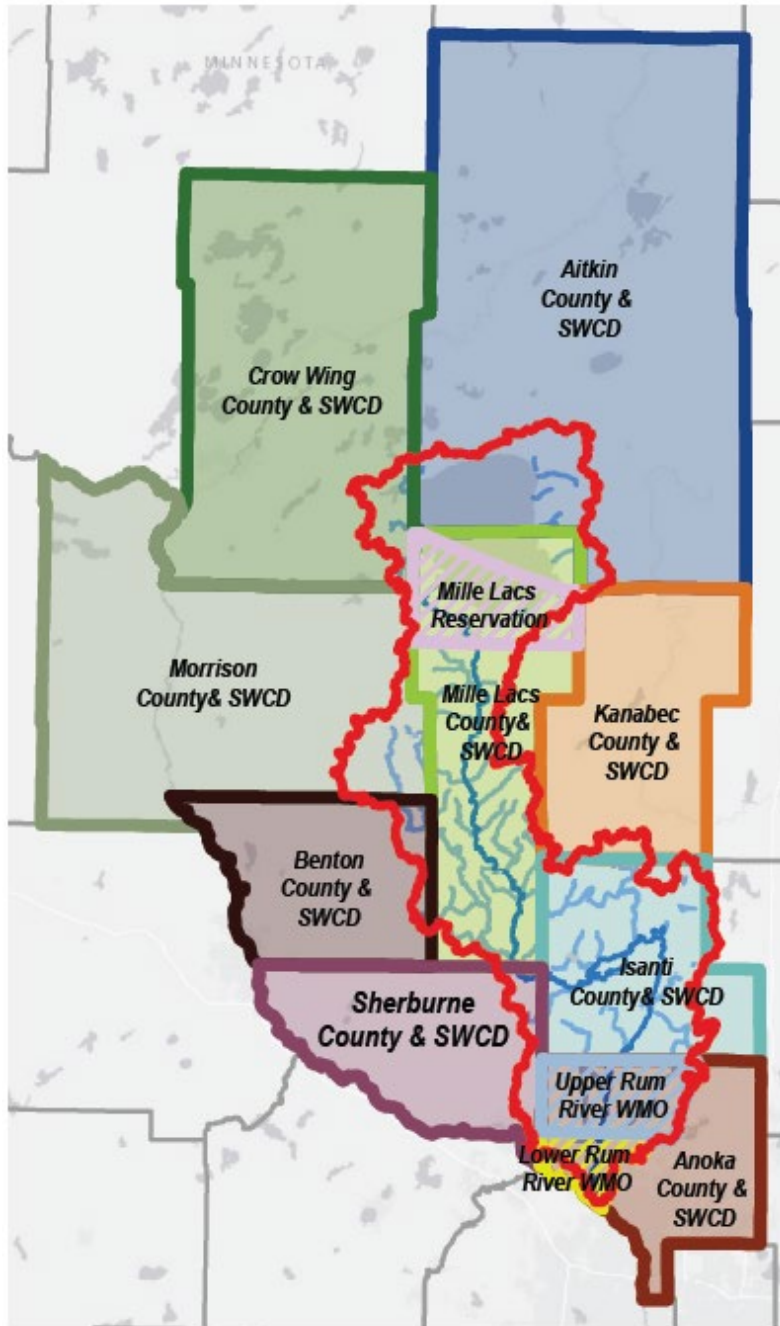


**Response:** The intent of the pie cart was to show, very simply, the ratio of money going to projects and programs VS staff.

**Decision 1:** The board should decide whether to make the change and then decide on approval of the work plan.

**Decision 2:** Approve 2023 work plan and authorize staff to submit FY23 Watershed Based Implementation Funding request and Work Plan to the Board of Water and Soil Resources.

# Rum River Comprehensive Watershed Management Plan



2023 Annual Work Plan

**Coming together** to identify shared goals.

**Planning together** to leverage unique capacity.

**Working together** to achieve results.

### **Vision Statement**

- Clean, abundant water for consumption, recreation, and habitat
- Collaborative partnership among communities, working together towards a common goal
  - Community members and decision makers understand the challenges and opportunities facing the watershed
  - Innovative strategies to meet our goals

## Introduction

The 2023 Annual Work Plan describes the activities the Rum River Watershed Partnership plans to implement over the forthcoming year associated with the Rum River Comprehensive Watershed Management Plan.

The annual plan consists of four components:

1. **Operating Budget**: This section includes cost to administer the JPE and grant funds managed by the partnership including items such as insurance, plan administration costs and legal fees (if applicable).
2. **Partnership Funded Programs**: This section includes detailed work plans describing programs to be implemented collaboratively such as Watershed Based Implementation Funds (WBIF) and other private, local, state, or federal funds administered by the partnership. Work plan details covered here generally reflect the entire grant period and will not need to be updated annually.
3. **All Funding Sources Programs**: This section includes a summary of projects and programs to be implemented individually by parties to this agreement as well as partnership funded programs used to implement the plan (i.e., all methods used to implement the plan). Section 3 provides a general overview of the level of effort and focus areas for actions being implemented to meet plan goals.
4. **Implementation Tracking**: This section includes an annual tracking of plan accomplishments to determine progress towards goals. NOTE: this component is not included in the 2023 Annual Work Plan because it is the first year of implementation. It will be included in future work plans.

This plan may be revised throughout the year as needs and projects change.

### 1. 2023 & 2024 Operating Budget

All operating costs will be covered by FY23 Watershed Based Implementation Funds (WBIF). The table below covers the expenses for the entire FY23 WBIF grant period. Shifts of  $\leq 10\%$  do not require board approval.

Description	Cost	Funding Source
Insurance-MCIT	\$6,000	FY23 WBIF
Attorney	\$7,350	FY23 WBIF
Audit	\$3,000	FY23 WBIF
Coordinator, Fiscal Agent, Implementation Tracking, and Communications	\$84,782.70	FY23 WBIF
<b>TOTAL</b>	<b>\$101,132.70</b>	<b>FY23 WBIF</b>

## 2. Partnership-Funded Programs

The Rum River Partnership may pursue various funding sources collaboratively or individually to expedite the plan's implementation. Funding sources managed collaboratively by the partnership are included in this section of the work plan. This section currently includes only FY23 Watershed Based Implementation Funds (WBIF) funding.

Member staff ideas and concepts for collaborative funding will be shared with the Rum River Partnership board and brought forward as opportunities become available.

### a. Watershed Based Implementation Funds

The Board of Water and Soil Resources (BWSR) Watershed Based Implementation Fund (WBIF) is the primary funding source for plan implementation of water quality activities via the Rum River Partnership. WBIF grants are issued every other year and expire after three years. We anticipate the partnership will receive approximately \$1,011,327 to implement the plan biannually. An additional \$371,157 is allocated to the Metro Portion of the watershed (Anoka County) to implement the Rum River Comprehensive Plan and other state approved and locally adopted comprehensive watershed management plans in the Anoka County portion of the watershed. The metro money is not included in the WBIF Work Plan here as it is managed by the Metro partners.

In FY23 the Rum River Partnership will receive \$1,011,327, the money will expire on 12/31/2025. The Rum River Partnership Board will approve the work plan, sign the BWSR Grant agreement, guide program and project selection, and confirm expenditures.

As part of the WBIF program, a schedule of key milestones associated with the grant goals must be provided. Milestones are listed for each year of the grant and are measurable. Annual check-ins against the milestones will aid in determining progress towards grant goals.

#### FY23 WBIF Project Summary:

For FY23, WBIF will support Priority Level A actions, including Outreach and Education, Surface Water Restoration, and Surface Water Protection. The completed projects will achieve approximately a 22-pound reduction of total phosphorus, 10,560 linear feet of shoreline protection, 300 acres of soil health practices, 10 acres of agroforestry/silvopasture, six private forest management plans and four subwatershed assessments within target watersheds. Upon implementation, phosphorus reduction

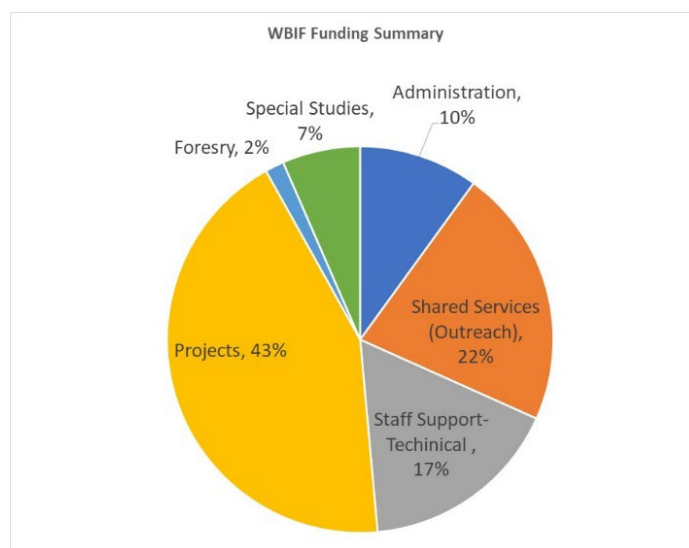


Figure 1 Approved FY23 WBIF Funding usage summary

calculations will be made for each practice, where appropriate, to help determine overall progress towards restoration and protection.

Outreach and Engagement will be implemented using a well-coordinated and multi-dimensional approach. The plan focuses on using multiple outreach strategies to build a list of landowners interested in implementing projects for use in future years. Outreach Type A (raising awareness and behavioral change) will be completed cooperatively by existing outreach staff from Isanti SWCD and Anoka CD. Outreach Type B (community organizing and buy-in) will consist of a new-hire to be housed at Mille Lacs SWCD. The SWCDs hosting Type A and B outreach will work across the basin or subcontract with other parties to the Joint Powers Entity to provide outreach services. Outreach Type C (technical outreach) is included in the project development line item. An outreach and education subcommittee will develop a detailed work plan that coordinates outreach and engagement activities, based on priorities identified in this annual plan, throughout the watershed.

Surface Water Restoration and protection will focus on structural and non-structural projects targeted at Tier 1 and Tier 2 waters as described in the Comprehensive Watershed Management Plan (CWMP). Due to the diverse nature of the watershed, an assorted set of practices will be implemented, including agricultural structural and non-structural projects, urban/residential projects, forestry practices, and soil health practices. As part of planning for future years, this work plan also includes the completion of four subwatershed assessments to identify potential future project locations and types on priority waters.

Funding for staff, due to the lack of local and state reliable funding, is also included in the work plan and is necessary for effective plan implementation. Funding for staff includes: 1) technical staff time to provide outreach leading to the development of water quality programs and implementation of projects (project development/Type C Outreach); 2) technical assistance and engineering to design and oversee project installation; and 3) administration, 10% of the funding will be used to administer the plan and grant.

The FY23 WBIF Approved Work Plan can be found in **Table 1**. Shifts of  $\leq 10\%$  do not require board approval. FY23 WBIF yearly milestones can be found in **Table 2**.

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Plan Activity #	eLink Activity Category	Grant Budget	Match	Match Source	Measurable Outcome	Activity Description
	Admin/ Coordination	\$101,132.70	\$ -			Funding for local staff time for grant and plan administration. <b>Fiscal Agent</b> <u>Lead Anoka CD</u> . Activities may include: Fiscal Tracking, receive and issue payments, ELINK reporting, audit coordination. <b>Coordinator</b> <u>Lead ISWCD</u> . Activities may include: Acting as point of contact, development of WBIF work plan and annual plan of work, coordination of all committee meetings, ensuring progress on work plan. <b>Implementation Tracking:</b> <u>Lead Sherburne SWCD</u> . Activities include development of process to track progress towards plan goals. <b>Communications:</b> <u>Lead Mille Lacs SWCD</u> . Activities may include meeting facilitation, note taking, and website maintenance. <b>Legal:</b> <u>Lead TBD</u> . Includes private or government council to develop subcontracts and policies for JPE. <b>Insurance:</b> For JPE such as MCIT. Annual fees. <b>Audit:</b> Annual Audit fees
O1.1	Education/ Information	\$ 219,494	\$ -		<p><b>Type A:</b> Conduct 10 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences), 2 annual outreach reports. Specific activities to be selected by partnership based on watershed wide priorities.</p> <p><b>Type B:</b> 5 new stakeholder groups engaged in plan implementation through partnership and 60 personal contact hours with groups/individuals.</p>	<p><b>Outreach will focus on priorities addressed in the WBIF work plan and those addressed in the annual work plan.</b> Activities include public participation and engagement, equipment, and other activities necessary for the implementation of water quality practices and programs consistent with the purposes of these funds.</p> <p><b>"Type A" Outreach:</b> Strategies to support raising awareness and behavioral change. <u>Lead ACD/ISWCD</u>- shared existing Outreach staff - Primary roles include but not limited to: developing creative, engaging programming and materials that can be distributed to all local staff involved with engagement; creating a catalog of stories sharing personal narratives about projects implemented across the watershed, promoting and hosting informational workshops, seminars, and other activities for the public to encourage behavioral change that accomplishes the plan goals, compile annual reports to assess progress. (pg. 69) 1,560 hours total or 780 hours/year.</p> <p><b>"Type B" Outreach:</b> Strategies to support community organizing and community buy-in. <u>Lead MLSWCD</u>. New staff person to be hired: Forestry Coordinator/Direct Outreach coordinator. Primary roles include but not limited to: Implement the Rum River Watershed Landscape Stewardship Plan, build relationships to implement forestry actions, collaborate with planning partnership to identify priorities for each year, work with identified stakeholders to reach others in their networks, refine communications language, and identify practices they are interested in. (pg. 70) 2,500 hrs. or 1,250 per year.</p>
SWP.1 SWP.3 SWP.6 SWP.7 SWP.10 SWP.13 SWP.38 SWR.2 SWR.6 SWR.15	Project Development	\$ 125,500	\$ -		<p>15 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>20 residential landowners on list for future BMPs</p>	<p><b>"Type C" Outreach: Staff who support project development.</b> <u>Lead: ACD/Fiscal Agent for contracts with local partners</u>. Existing staff time to provide technical outreach leading to the development of water quality programs and implementation of projects addressed in this work plan. Activity to consist of approximately 50% marketing and 50% technical education.</p> <p>Focus is wetland restorations, forestry, conservation easements, structural and non-structural BMPs.</p>
SWP.1 SWP.3 SWP.36 SWR.15 SWR.29	Technical/ Engineering Assistance	\$ 45,000	\$ -			<p><u>Lead: ACD/Fiscal Agent for contracts with local partners</u>. Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects. Funds may be used pay local SWCD (with appropriate JAA) or to contract with a third-party consultant or LGU engineer for technical/engineering assistance.</p> <p>Projects will be designed according to the following technical standards: USDA Field Office Technical Guide, MPCA Stormwater Manual, MN Urban Small sites BMP manual, and applicable local, state and federal regulations. Design standards for all practices will include specifications for operation and maintenance for the effective life of the practices, including an inspection schedule and procedure.</p>
SWP.3 SWR.6	Ag. Non Structural	\$ 32,000	\$ -		300 Acres	<p>Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to:  <u>Tier 1 Protection Waters:</u> Rum River (Princeton-Cambridge &amp; St. Francis), Blue Lake  <u>Tier 1 Restoration Waters:</u> Green and South Stanchfield Lakes</p> <p>Flat-rate cost share incentives will be provided to implement non-structural agricultural best management practices (include but not limited to: tillage and residue management, cover crops, and conversion to perennial crops).</p> <p>NRCS or other BWSR approved standards will be followed for all practices installed.</p> <p>A committee will establish cost share rates and policies which will be sent to BWSR for review.</p>
SWP.10 SWR.28 SWR.34	Structural Urban BMP Implementation	\$ 330,000	\$ 80,000	City, Landowner, Green 319	12 lbs. TP	<p>Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to:  <u>Tier 1 Protection Waters:</u> Mille Lacs Lake: 2 BMPs in Wahkon Stormwater Management Plan (MLSWCD)  <u>Tier 1 Restoration Water:</u> Green Lake, Skogman Lake ( ISWCD)</p> <p><b>Description:</b> provide cost share for implementing structural urban/residential best practices (include but not limited to: rain gardens, vegetated swales, shoreline buffers, bank stabilizations, infiltration basins). BWSR approved standards will be followed for all practices installed.</p>
SWP.36 SWP.12 SWR.21 SWR.29	Structural Rural BMP Implementation	\$ 76,200	\$ 18,000	Landowner, Green 319	10 lbs. TP and 10,560 linear feet	<p>Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to:  Tier 1 Protection Waters: Blue Lake (ISWCD, SSWCD), Mille Lakes Lake (ASWCD)  Tier 1 Restoration Waters: Green Lake, South Stanchfield (ISWCD)</p> <p>Description: provide cost share for implementing structural rural best practices (include but not limited to: ditch buffers, filter strips, Alternative Side Intakes, water and sediment control basins, grassed waterways, grade stabilization practices, livestock exclusions, feedlot improvements &amp; wetland restorations.). BWSR approved standards will be followed for all practices installed.</p>
SWP.11 SWP.13 SWP.38 SP.7	Forestry Practices	\$ 16,000	\$ 3,133	Landowner, DNR, NRCS, CSP, NRCS, DNR, SFA	6 plans (PFM) 10 Acres (agroforestry/silvopasture)	<p>Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Initial funding will be targeted to:  <u>Tier 1 Protection Waters:</u> Mille Lacs Lake, Rum River (Princeton-Cambridge) and Blue Lake</p> <p>A committee will establish cost share rates and policies which will be sent to BWSR for review.</p>
SWP.9 SWP.40 SWP.16 SWP.24 SWP.33	Planning and Assessment and Special Studies	\$ 66,000	\$ -	LID, County Allocation	4 studies	<p>Funding will be targeted to Tier 1 and Tier 2 waters listed on page 80 and 100 of the CWMP and will be prioritized using the criteria described on page 66 of the CWMP. Prioritizing studies to be completed by existing staff members or qualified consultants. Initial funding will be targeted to:  Tier 1 Protection Waters: Mille Lacs Lake (ASWCD), Rum River (Princeton-Cambridge) MDM on one county ditch (ISWCD), Skogman Lake updated assessment (ISWCD)  Tier 1 Restoration Waters: Bogus Brook (MLSWCD),-Phase I study to ID priority feedlots</p>
<b>TOTAL</b>		<b>\$1,011,327.00</b>	<b>\$101,132.70</b>			



eLink Activity Category	Year 1 Milestones	Year 2 Milestones	Year 3 Milestones
Admin/ Coordination			Grant and program administration successfully accomplished.
Education/ Information	<p><b>Type A:</b> communication with partners to determine needs to result in a plan of action for next two years. 2 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences, 1 annual outreach report.</p> <p><b>Type B:</b> Develop position description. Hire position. 1 new stakeholder group engaged in plan implementation. 20 personal contact hours with groups/individuals.</p>	<p><b>Type A:</b> 4 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences), 1 annual outreach report.</p> <p><b>Type B:</b> 3 new stakeholder group engaged in plan implementation. 20 personal contact hours with groups/individuals.</p>	<p>Type A: 4 outreach efforts such as events, publications, videos, personal communications to a target audience (geared towards adult audiences). 20 personal contact hours with groups/individuals.</p>
Project Development	<p>5 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>5 residential landowners on list for future BMPs</p>	<p>5 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>5 residential landowners on list for future BMPs</p>	<p>5 rural landowners on list for future BMPs (forest plans, wetland restorations, conservation easements, agroforestry, structural BMPs, non-structural BMPs)</p> <p>5 residential landowners on list for future BMPs</p>
Technical/ Engineering Assistance			Technical Assistance to design and install projects provided.
Ag. Non Structural	Establish policies and incentive rates for non-structural practices.	150 acres non-structural practices installed	150 acres non-structural practices installed
Structural Urban BMP Implementation	<p>Establish policies and cost-share rates.</p> <p>2 lbs. TP reduction.</p>	5 lb. TP reduction.	5 lb. TP reduction.
Structural Rural BMP Implementation	Establish policies and cost-share rates.	5 lbs. TP reduction	5 lbs. TP reduction
Forestry Practices	Establish policies and cost share rates	<p>3 plans</p> <p>5 acres of sustainable agroforestry/silvopasture</p>	<p>3 plans</p> <p>5 acres of sustainable agroforestry/silvopasture</p>
Planning and Assessment and Special Studies		2 studies complete	2 studies complete



### 3. All Funding Sources Programs

The estimated cost to implement all Rum River Comprehensive Watershed Management Plan activities is \$34,947,325 over ten years; this equates to roughly \$3.5 million per year. Watershed Based Implementation Funds will not cover all costs of implementing the plan; thus, partners may also opt to individually leverage private, local, state, or federal funding to ensure progress toward plan goals.

This section of the annual work plan is meant to provide a general overview of how partners plan to use all funding sources, not just WBIF, to implement the plan in 2023. By including a section that describes all planned efforts to implement the plan, we hope to clarify the overall effort going into the plan implementation. The actions and goals are subject to change for locally managed funding based on local management decisions.

**Figure 2** provides a visual overview of the effort, focus area, agency, and funding sources used to implement actions for all eight issues identified in the Comprehensive Watershed Management Plan in 2023.

For those interested in more detail, a more comprehensive table can be obtained by visiting the Rum River Watershed Partnership website at: <https://www.millelacsswcd.org/rum-river-one-watershed-one-plan/>

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**All Funding Sources Actions to Implement the RRCWMP**

**Watershed Wide Actions**

**(Targeted to Priority Waters as identified in Section 4 of the RRCWMP)**

**Outreach:** Provide outreach and education to address watershed wide priority Issues.

Fund: SWCD Capacity, MDH, WBIF

Who: SWCDs, shared staff

**Surface Water Protection (SWP):** Restore wetlands and wetland banks, SSTS Fix up, Soil Health, Sustainable agroforestry and silvopasture, water quality monitoring

Fund: Metro WBIF, WBIF, State cost share, EQIP, SWCD Capacity

Who: SWCDs, NRCS

**Surface Water Restoration (SWR):** Build staff capacity, Wetland restoration and banks, SSTS Fix up, DNR review of river projects, SWCD/WMO Input on ditch projects, Soil Health, development standards to minimize stormwater runoff and preserve natural areas, comparison study of shoreline ordinances, water quality monitoring

Fund: Metro WBIF, WBIF, 319, EQIP, State Cost Share, Local, MAWQCP, SWCD Capacity, Local

Who: SWCDs, WMOs

**Surface Water Quantity (SWQ):** Restore wetlands and wetland banks, hydrology monitoring, culvert inventories, water storage BMPs

Fund: Metro WBIF, WBIF, 319, Met Council, Local

Who: SWCDs, Met Council

**Ground Water Quantity (GWQ):** SSTS fix up, well sealing, habitat enhancement, conservation easements

Fund: Metro WBIF, WBIF, LSOHC, State, State Cost Share, CWF

Who: SWCDs, Metro partners

**Natural Resource Restore Degraded & Protect High Quality Habitat (NRU):** wetland restoration and banks, conservation easements, restore shoreline areas,

Fund: Metro WBIF, WBIF, CWF, MLT, SWCD Capacity

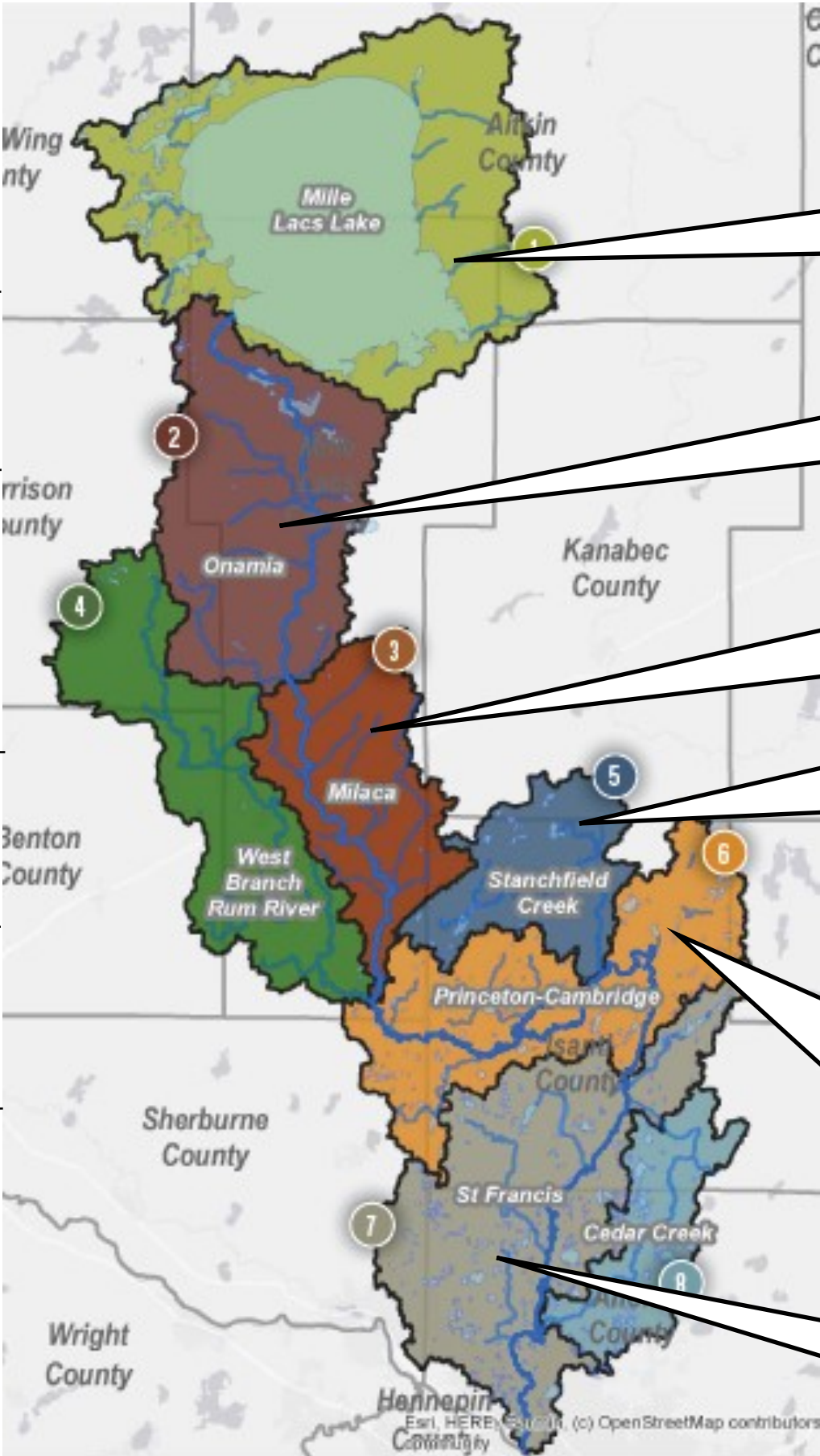
Who: SWCDs

**Natural Resources and Invasive Species (NRIS):**

Develop invasive species management plans

Fund: County Allocation Who: MLSWCD

**Management Zone Specific Actions**



**SWP:** Scientific and Prioritizing Study, Installation of BMPs, Private Forest Management, Drainage System Management.  
**Funding Sources:** WBIF, SWCD Capacity, Local, Buffer Law, City  
**Who:** ASWCD, MLSWCD

**SWP:** Scientific and Prioritizing Study, Installation of BMPs, Private Forest Management, Drainage System Management.  
**Funding Sources:** WBIF, SWCD Capacity, Local, Buffer Law, City  
**Who:** MLSWCD

**SWR:** Incentivize establishment of buffers, Scientific and Prioritizing Study (Bogus Brook)  
**Funding Sources:** SWCD Capacity, WBIF  
**Who:** MLSWCD

**SWR:** Install BMPs -Project Development (North and South Stanchfield Lake)  
**NRA:** Nutrient source investigation (Stanchfield Creek)  
**Funding Sources:** WBIF, SWCD Capacity,

**SWP:** Installation of BMPs, Reduce Internal Loading, Drainage System Management, Prioritize and target shoreline and lakeshore restoration areas, Scientific and Prioritizing study. (Target Blue Lake, Rum River, East Twin,  
**SWR:** Installation of BMPs (Target Green Lake)  
**NRU:** Conduct Inventory of lake to identify and rank for restoration (Little Stanchfield)  
**Funding Sources:** SWCD Capacity, 319 Grant, Local, WBIF, CWF, Metro

**SWR:** Update Scientific and Prioritizing Study, Install BMPs (Skogman & Fannie Lake)  
**Funding Sources:** WBIF, Local





## 4. Implementation Tracking

Staff will develop and at least annually populate the implementation tracking chart, or other method as identified, with accomplishments. Tracking sheet align anticipated outcomes in the annual work plan to measure progress towards planned implementation goals. A yearly assessment of progress will be made at the beginning of the annual work plan development cycle to evaluate progress and adjust as needed based on identified implementation barriers, changes in capacity, and the adoption and success of practices and projects.

Progress towards overall goal achievement will include tracking numerical goals, such as the number of septic system fixes, estimating pollution reductions using calculators, models, and tools; or verifying outcomes using evidence-based data collection.

Because this is the first year of implementation, this annual work plan does not include an implementation tracking section.

## MEMO

### Rum River Watershed Partnership Joint Powers Entity Board

**Agenda Item 6: DRAFT FY23 WBIF Policies Review**

**Meeting Date: November 30, 2022**

**Prepared by: Tiffany Determan**

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#### **PURPOSE/ACTION REQUESTED**

No action needed at this time.

#### **SUMMARY**

The FY23 WBIF Project Policies outline how funds are to be distributed for projects and practices. These policies will be effective for FY23 WBIF. Please review the document(s) and come prepared to provide input.

This agenda item includes:

1. A word document that contains three sections 1) project selection and approval process; 2) contracting and payment process and policies and 3) cost share rates and policies.
2. An excel project eligibility and ranking sheet. This sheet is large, [click here to view it](#).

In the policies it states that the Rum River Watershed Partnership Board is to review the policies annually. However, if needed, the policies could be modified by the Rum River Watershed Partnership Board during the year.

Planning Team staff drafted the policies and brought to the Implementation Planning Committee for input on October 17<sup>th</sup>. The policies have since been updated; however, some sections still need modification/discussion. We plan to finalize the document at the December 19<sup>th</sup> IPC meeting and then bring it back to the RRWP board for approval at the first meeting of the new year.

Items which need additional discussion:

**Section 2. Contracts:** Regarding requiring deed restrictions and easement agreements for projects.

**Section 3. Cost Share Policies:** Payment procedures for non-structural practices. 1x payment after first successful year of implementation VS annual payment after each year of successful implementation.

Approved by the Rum River Watershed Partnership on:

## **Rum River Watershed Partnership FY23 WBIF Project Policies**

**Purpose:** This policy establishes an administrative process regarding how FY23 Watershed Based Implementation Funds (WBIF) will be spent implementing the Rum River Watershed Comprehensive Watershed Management Plan (RRWCWMP).

This document outlines:

- 1) Project selection and approval process;
- 2) Contracting and payment process and policies; and
- 3) Cost share rates and policies

This policy is intended to be reviewed annually and may be altered at any time to adjust for unforeseen projects and funding opportunities upon approval by the Rum River Watershed Partnership (RRWP) board.

Additional documents should be used in conjunction with this document: 1) Projects ranking form (excel), 2) MN BWSR applicable grant policy and grants administration manual.

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### **Roles and Parties Definitions**

**Fiscal Agent:** Anoka Conservation District, Jamie Schurbon

**Coordinator:** Isanti Soil and Water Conservation District, Tiffany Determan

**Members:** Any local or tribal unit of government that has signed the Joint Powers Agreement establishing the RRWP.

**Implementation Planning Committee (IPC):** The IPC consists of one staff member from each party of the JPA.

**Board:** The RRWP Board consists of one representative from each party to the JPA.

**Project:** Any request for RRWP FY23 WBIF funds. Projects may include requests for staff time funding or labor and/or materials to install a best management practice.

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## Section 1. Project selection and approval process

### Project Eligibility

The first step in project selection is to determine whether the project is eligible for WBIF funding.

#### Eligibility:

The following criteria determine whether a project is eligible to be implemented with FY23 WBIF Funds:

1. Projects must meet the eligibility requirements of the Board of Water and Soil Resources WBIF.
2. Eligible projects must address a **Priority Level A issue in the Rum River Comprehensive Watershed Management Plan (CWMP)**. These issues include Education and Outreach, Surface Water Restoration, and Surface Water Protection.
3. Eligible projects must address a **priority issue** and must either drain to a tier 1 or 2 **priority water as listed in Table 4.5 and 4.8 of the CWMP**, or for projects that maintain or enhance watershed-based ecosystems, be located within a **priority geographic area found in Figure 4.5 of the CWMP**.

The Eligibility and Ranking Sheet score must be a “yes” for all eligibility questions for a project to be eligible to use WBIF. All “yes” projects are eligible to move on to the funding ranking step in the project selection process.

### Funding Request Components

Each funding request from a member must include a completed Eligibility and Ranking Sheet sent to the Coordinator. Supplemental information such as a map or photo may be required by the Coordinator or included voluntarily. Each member requesting funding should expect that in the event their request is approved those items will be required before work may begin.

### Funding Request Ranking

All projects determined to be eligible for FY23 WBIF funds will be scored using the Eligibility and Ranking Sheet. The spreadsheet must be completed by the member wishing to receive funding for a project. The sheet calculates (1) eligibility on a pass/fail basis and (2) a project score. Projects with scores above a threshold amount (40) shown in the spreadsheet are anticipated to be funded.

For projects that are eligible and scoring above the threshold, the Coordinator will send the completed Eligibility and Ranking Sheet and any supplemental information by email to the Implementation Planning Committee (IPC) for electronic review (See Funding Request Periods). Each IPC member shall reply within the timeframe specified by the Coordinator with their recommendation to “fund,” “do not fund,” or “schedule a meeting to discuss.” If two or more recommend a meeting, the Coordinator will schedule and facilitate that meeting. IPC meetings will typically be held the third Monday of the month. All IPC approved funding requests will be referred to the Board for consideration where funding approval is by majority vote.

IPC and Board funding decisions may include consideration of available funding, cost effectiveness, matching funds leveraged, degree to which other funding has been pursued, and criteria as established in the RRCWMP and the accompanying FY23 WBIF work plan. If insufficient WBIF funds exist to fulfill

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current and anticipated funding requests, projects will be scored against each other. If tied, the project with a better \$/pollutant value will be funded. Additionally, projects specifically mentioned in the grant work plan will receive priority over those that are not.

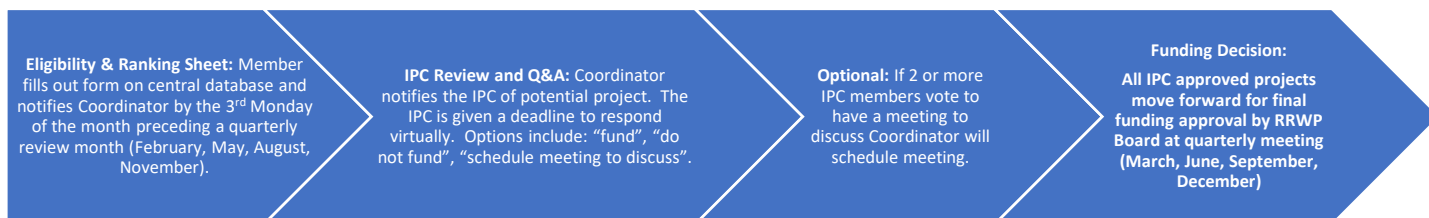
### Staff Time Funding Requests

Certain FY'23 WBIF activities are primarily to fund staff time, but are nonetheless often referred to as "projects" in this policy. These activities include Education/Information; Project Development (PD); Technical/Engineering Assistance (TA); and planning, assessment, and special studies. Funding requests for these activities use the same process described above. Consideration of these requests shall favor work that makes progress toward installation of projects achieving CWMP goals consistent with the grant work plan and policy.

### Installation Funding Requests

Installation funding requests may include all FY'23 WBIF activities other than those for staff time and are generally for construction labor and materials. Funding requests for these activities use the same process described above.

### **Summarized Project & Program Approval Process**



**Funding Request Periods:** Funding requests must be submitted to the Coordinator by the Third Monday of the month preceding a RRWP quarterly meeting (i.e. deadlines for submission: February, May, August, November). IPC recommended projects will go to the RRWP board during a quarterly meeting (March, June, September, December).

### **Cost Share Rates and Policies**

Approved funding requests must comply with the RRWP Cost Share Rates and Policies found in Section 3.

### **Appeals**

The Board will review and make a funding decision on all projects, including those that receive a "do not fund" recommendation from the IPC. Decisions of the Board are final. Projects may be re-submitted for reconsideration if changes are made in response to input from the IPC or board.

Approved by the Rum River Watershed Partnership on:

**Project Splitting or Grouping**

Members may make a single funding request for a grouping of similar projects.

**Requests for Future Funds**

Requests will not be considered for future rounds of WBIF grant funding that is not yet in-hand. However, Members are encouraged to make future projects known during grant work planning.

**Revisions to the Eligibility and Ranking Sheet**

The IPC may, from time to time, revise the Eligibility and Ranking Sheet. Grammatical, formula and other edits that do not change project eligibility may be made at the discretion of the Coordinator and Fiscal Agent. Other edits shall be approved by the Implementation Planning Committee and notice provided to the Board.

Approved by the Rum River Watershed Partnership on:

## **Section 2. Contracting Process and Policies**

### **Contracts**

Upon approval, the Member will have a sub-contract with the RRWP. The Board may choose to authorize the Chair or Coordinator to execute the sub-contract.

The Member must execute a cost share contract with landowner for any structural or non-structural best management practices. That agreement must contain ownership and maintenance provisions throughout the duration of the project's anticipated life. Such agreements must contain a deed restriction and easement agreement for projects with a 10-year or longer anticipated life to compel the current and future landowners to maintain the project. Such deed restrictions shall expire at completion of the anticipated project life, as specified in the landowner agreement.

### **Payments**

All requests for reimbursement must be submitted to the Coordinator and made on forms provided by the Fiscal Agent that include signatures of responsible parties overseeing the work. Requests for reimbursement of direct payments must be substantiated by receipts, paid invoices or similar documentation in accordance with Grant policy and acceptable to the Fiscal Agent. Requests for staff time reimbursement must be substantiated by a log of hours worked and billing rate calculations in accordance with Grant policy and acceptable to the Fiscal Agent. All documentation must include dates of services. It is the Member's responsibility to know and comply with State grant and Rum River Watershed Partnership Policy.

Fiscal Agent authorization to issue payments: The Fiscal Agent is authorized by the Board to issue payments for approved projects and report these transactions at each Board meeting. Complete requests for reimbursement submitted not less than 10 non-holiday work days prior to Fiscal Agent's regularly scheduled Board meeting will be acted upon at that Board meeting.

Payment Process: The Member will pay all expenses up front. The Fiscal Agent will reimburse the Member as directed by the Fiscal Agent's board, within work plan limits, and considering recommendation of the Member.

10% Retainage: The Fiscal Agent will issue reimbursement payments, except 10% may be retained. Any retained amounts will be paid after Board of Water and Soil Resources releases the final 10% of grant funds.

Payment as grant funds are available: The Fiscal Agent will issue reimbursement payments as grant funds are available. Grant funds are provided to the Fiscal Agent by the State in 50%-40%-10% payments with reconciliation processes that may cause delays between those payments. The Fiscal Agent's board may prioritize payments and may issue partial payments if available funds are insufficient to pay all reimbursement requests.

Progress Payments: Members may request progress payments before final completion of work on project contracts, provided they comply with grant requirements. Prior to authorization for progress payment, the Member must attest that the request for payment has merit, the payment request is equal to or less than the percent of work that is complete, and that the project will still be completed within the contract timeline.

Approved by the Rum River Watershed Partnership on:

Documentation required with payment requests:

- Executed landowner contract (if applicable).
- Operation and Maintenance Plan. Typically included in the landowner contract.
- Payment voucher. Vouchers should include sign-off by the designer or technical staff with project oversight and Member administrator.
- Vendor invoices. Invoices must include the vendor name; materials, labor or equipment provided; component unit costs; invoice date; and date(s) work was performed.
- Staff time and hourly rate documentation (when applicable) consistent with grant policy.
- Pollutant reductions (for completed projects, if applicable). Calculations or models must be consistent with BWSR grant guidelines.
- Certified as-build design (for completed projects, if applicable).
- Before and after photos.
- Certified contractor payrolls to comply with prevailing wage requirements (if applicable).
- IC-134 withholding affidavit for contractors (if applicable).

Advance payments: Advance payments of grant funds are discouraged, but may be considered. Such requests will be made during the request for funds and project ranking process. If the funding request is approved, a recommendation of advance payment may be provided to the Fiscal Agent by the Board. The Fiscal Agent shall make the final decision regarding whether to issue advance payment and provide reasoning.

Invoicing frequency: Staff time payment requests may be submitted up to quarterly. Installation or other requests can be submitted up to monthly.

### **Project Amendments**

A Project amendment may include (a) requests for additional Partnership funding or (b) a change to the scope and type of work that results in reduced benefits such that the Partner agreement for the project must be modified.

Changes in funding or scope will be approved as follows:

≤10% funding change and if the change of scope remains proportional to the original agreement: The Member submits a request to the Fiscal Agent. The Fiscal Agent can approve the amendment.

>10% funding change or if the change of scope is not proportional to the original agreement: Member must submit the request to the Fiscal Agent. The Fiscal Agent will notify the coordinator to place the item on the next scheduled JPE board meeting agenda. The member must present the requested change to the JPE board for approval/denial.

### **After the Fact Funding Requests**

Work to be paid or reimbursed must occur after a funding request is approved and associated contracts executed.



Approved by the Rum River Watershed Partnership on:

**Designer Credentials**

Project designs must have sign-off by a person with credentials acceptable under grant policy such as job approval authority or professional engineer. The NRCS Field Office Technical Guide, MN Stormwater Manual, BWSR Native Vegetation Establishment and Enhancement Guidelines, or other standards generally accepted by the engineering profession must be used for project design, construction, operations and maintenance.

Approved by the Rum River Watershed Partnership on:

### Section 3. Cost Share Policies

#### Cost-share and local match

General funding rates for all project types are described in the table below. Under some circumstances, a Member may request 100% funding for structural projects and forestry practices. Such requests will be made during the request for funds and project ranking process.

Match for the FY2023 WBIF grant must be from a non-state source and comply with all grant policy. Non-state funding sources may be used to fund any project at 100% if consistent with the administrative requirements of the funding source.

Grant activity	Cost Share Funding Rates	Local Match Required*
Administration/Coordination	100%	0%
Education/Information	100%	0%
Project Development	100%	0%
Tech/Engineering	100%	0%
Ag Non-Structural	100%	0%
Structural Urban BMPs	75%	25%
Structural Rural BMPs	75%	25%
Forestry Practices	80%	20%
Planning, Assessment, & Special Studies	100%	0%

\*Percentage of WBIF grant funds.

#### Ineligible Projects

Required projects - Cost share is not available for projects required by local, state or federal rules or ordinances.

Grant work plan & policies – Projects must be consistent with the funding source grant work plan or grant policies.

#### Incentives for Non-Structural Practices

For all non-structural BMP practices, cost share funding will be comprised of a flat per acre rate based on the Minnesota NRCS Practice Average Annual Cost Information Spreadsheet FY2018 (or more recent as it becomes available) and the Practice Cost Information Workbook Tool 2019 (or more recent) found in the EFOTG. Practices will be planned for 3 years of implementation. Practices may be implemented on the same acres for the 3-year duration (required for nutrient management and prescribed grazing), practices may move with the rotation but must implement the same amount or greater acres in years 2 and 3, or two or more practices may be implemented on the same acres for the 3-year period alternating years (ex. Plant cover crops after corn harvest, no-till soybeans the following year). Eligibility requirements include that planned practices are newly adopted; not previously implemented on the acres by the current owner/operator and did not previously meet NRCS standards and specifications.

One payment shall be made after the first year that the practice is successfully implemented, and inspected by the Member annually thereafter. In the event that the practice is not continued in years 2 & 3 as required, the Partner shall recover funds for those years.

Approved by the Rum River Watershed Partnership on:

Cost share policies include:

- **Cover Crops** - Must follow NRCS Practice Standard 340
  - 1-2 species \$50/acre/year
  - 3+ species \$60/acre/year
  - Implementation can occur on different acres within the three-year contract or on the same acres consecutively
- **Nutrient Management** - Must follow NRCS Practice Standard 590
  - \$20/acre/year
  - Implemented on the same acres annually
- **Prescribed Grazing** - Must follow NRCS Practice Standard 528
  - \$40/acre/year
  - Implemented on the same acres annually
- **Residue and Tillage Management – No-Till & Strip Till** - Must follow NRCS Practice Standard 329 for No-Till/Strip-Till
  - \$20/acre/year
  - Implementation can occur on different acres within the three-year contract or on the same acres consecutively
- **Residue and Tillage Management - Conservation Tillage** - Must follow NRCS Practice Standard 345 for Conservation Till
  - \$10/acre/year
  - Residue cover following a corn crop at the time of planting the subsequent crop must be 60% or greater.
  - Residue cover following a soybean crop at the time of planting the subsequent crop must be 30% or greater.
  - Residue cover following a small grain crop at the time of planting the subsequent crop must be 60% or greater.
  - Implementation can occur on different acres within the three-year contract or on the same acres consecutively.

### **Labor Provided by Owners**

Unless specified otherwise by Minnesota prevailing wage statutes, the value of labor, equipment, materials and/or services that are proposed to be provided by the landowner to complete the project, shall be estimated at:

- General Labor rate of \$25 per hour. (Date, times and activity must be documented)
- Heavy equipment operation such as skid steers, tractors, backhoes, and scrapers (including labor) at \$75 per hour. (Date, times and activity must be documented)
- Other equipment rates as listed on the most recent Iowa State University – Iowa Farm Custom Rate Survey – Average Charge rate.
- Professional or semi-professional services, such as engineering, labor rate at \$100 per hour. (Date, times and activity must be documented)
- Other items: Fair market value with prior approval by the Rum Watershed Partnership Board.

NOTE: In-kind labor is non-reimbursable. This is to be used ONLY as match for the grant.

Approved by the Rum River Watershed Partnership on:

# MEMO

**To:** Rum River Watershed Partnership Board  
**From:** Jamie Schurbon, Anoka Conservation District  
**Date:** November 17, 2022  
**Re:** **JPE Insurance**

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## Summary

At the last Rum River Watershed Partnership (RRWP) Board meeting the Board approved an MN Counties Intergovernmental Trust (MCIT) exposure survey form and chose to waive worker's compensation coverage for board members. An insurance quote has been received. Actions needed are to:

1. Clarify the decision to waive worker's compensation coverage for board members given new information.
2. Accept the MCIT coverage.

Insurance cannot begin until premiums are paid. That cannot be until the RRWP receives its first Watershed Based Implementation Funding (WBIF) grant in early 2023.

## CORRECTION – Worker's Compensation Coverage

At the September meeting the Board declined worker's compensation coverage for board members based on the reasoning that board members were already covered by their own county, SWCD, or tribal insurance. Mille Lacs SWCD contacted their insurer (which also happens to be MCIT) and learned that when RRWP board members are acting as RRWP board members (such as when attending meetings) they are not covered by those other insurances. Keep in mind that this is only with regard to worker's compensation. The RRWP partnership insurance does provide liability and other coverages for the JPA regardless of your selection of worker's comp coverage.

If worker's comp coverage is selected:

- The RRWP would be required to get a taxpayer identification number and provide it to MCIT. The Anoka County Attorney Office, Risk Management, and Financial Officer provided me with guidance on this topic. They felt that it is best that a joint powers entity like the RRWP NOT have an EIN. The reason is that the RRWP will not have employees and not having an EIN makes it all the more clear that any employees are employees of the Parties to the RRWP.
- The cost would be \$704 additional for 2023.

## Coverage Limit Options and Costs

As requested by the RRWP Board, MCIT has provided pricing based on the lowest coverage levels. They have also provided alternate amounts for the higher bond limit options. Please review the enclosed materials. In summary:

- Lowest coverage limits \$2,856
- Optional - Workers comp +\$704
- Optional – Employee Dishonesty and Faithful Performance of Duty (Bond) Coverage
  - \$5,000 per occurrence +\$0
  - \$10,000 per occurrence +\$30
  - \$25,000 per occurrence +\$88
  - \$50,000 per occurrence +\$156

Note that amounts assume a January 1, 2023 start date. Later start will have pro-rated cost.

### **MCIT Joint Powers Agreement**

MCIT requires signing their joint powers agreement to gain coverage. Remember, MCIT is a risk pooling organization, not an insurance company. The JPA is enclosed.

### **Recommended Motion**

Authorize the Chair to execute documents necessary to accept MCIT insurance coverage and pricing including the MCIT Joint Powers Agreement and a letter from the RRWP accepting coverage and pricing. Direct the Fiscal Agent to order coverage to commence on the date of the RRWP WBIF grant execution and authorize payment of \$\_\_\_\_\_ MCIT contributions for 2023 at that time.

### **OPTIONAL –ACCEPT WORKERS COMPENSATION COVERAGE**

Authorize the Chair to execute a resolution accepting worker's compensation coverage and rescind the September 2022 board resolution declining that coverage. Authorize Tiffany Determan to apply for a taxpayer identification number on behalf of the RRWP and complete a W9 form for MCIT.

### **OPTIONAL – INCREASE BOND COVERAGE**

Accept increased Employee Dishonesty and Faithful Performance of Duty (Bond) Coverage of \$\_\_\_ at a cost of \$\_\_\_\_\_.

Rum River Watershed Partnership  
110 Buchanan Street North  
Cambridge, MN 55008

November 30, 2022

Minnesota Counties Intergovernmental Trust  
100 Empire Drive, suite 100  
St. Paul, MN 55103-1885

MCIT,

The Rum River Watershed Partnership accepts the MCIT coverage and pricing as indicated in the Coverage Summary and Cost Estimate dated September 29, 2022. The RRWP elects the following:

Property/Casualty coverage

Selected                      cost \$2,856

Workers Compensation

Waived                      cost +\$0

Not waived                      cost +\$704

Employee Dishonesty and Faithful Performance of Duty (Bond) Coverage

\$5,000 per occurrence                      cost +\$0

\$10,000 per occurrence                      +\$30

\$25,000 per occurrence                      +\$88

\$50,000 per occurrence                      +\$156

Respectfully,

Jake Janski,  
Chair, Rum River Watershed Partnership

## Workers Compensation Resolutions

Each of the below resolutions will be available at the meeting

### Option #1:

#### RESOLUTION

##### To Not Waive Workers Compensation Insurance

The Board for the Rum River Watershed Partnership does hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of Rum River Watershed Partnership who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall be included within the definition of “employee” as that term is defined in Minn. Stat. §176.011, subd. 9 for purposes of coverage under the Workers’ Compensation Laws of the State of Minnesota.

Adopted this 30<sup>th</sup> day of November, 2022

\_\_\_\_\_  
 Jake Janski  
 Chair, Rum River Watershed Partnership

### Option #2:

#### RESOLUTION

##### To Waive Workers Compensation Insurance

The Board for the Rum River Watershed Partnership does hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of Rum River Watershed Partnership who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall not be included within the definition of “employee” as that term is defined in Minn. Stat. §176.0121, subd. 9 for purposes of coverage under the Workers Compensation Laws of the State of Minnesota.

Adopted this 22<sup>nd</sup> day of September, 2022

\_\_\_\_\_  
 Jake Janski  
 Chair, Rum River Watershed Partnership

**Selected 9-2022**



**RESOLUTION**

The \_\_\_\_\_ hereby acknowledges participation as a member of the Minnesota Counties Intergovernmental Trust by the acceptance and execution of the MCIT joint powers agreement denoted as "Minnesota Counties Intergovernmental Trust, Joint Powers Agreement, Adopted by Membership December 4, 2017".

\_\_\_\_\_  
Chair

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

Attest:  
\_\_\_\_\_

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

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



September 29, 2022

Jamie Schurbon  
Watershed Projects Manager, Anoka Conservation District  
110 Buchanan Street North  
Cambridge, MN 55008

Via e-mail

Re: Prospective Member – Rum River Watershed Partnership –  
MCIT Coverage Summary and Cost Estimate

Dear Jamie:

Thank you for your cooperation while working through MCIT's prospective membership process. MCIT is a freestanding joint powers entity that enables counties and other public entities to come together to pool their assets and liabilities to cover loss. Formed pursuant to Minn. Stat. § 471.59, MCIT is a public entity risk sharing pool and not an insurance company.

Enclosed is the MCIT Coverage Summary and Cost Estimate for the Rum River Watershed Partnership's (RRWP) potential membership in MCIT. Your estimated contribution for Property/Casualty coverage for calendar year 2023 is **\$2,856**. Your estimated contribution for the **optional** Workers' Compensation coverage for board members for 2023 is **\$704**. We will prorate these contribution amounts for the inception date, if other than January 1, 2023. Alternate contribution amounts are shown for the higher bond limit options. See the coverage summary and cost estimate for the included limits and the options. Contributions are calculated in large part using the budget and the schedules generated from the exposure survey recently completed by Tammy Determan. If the MCIT Board of Directors approves RRWP's membership, the effective date of coverage is planned to be January 1, 2023, as you requested. If the documentation cannot be arranged in time, we would plan on an alternate date.

Pursuant to the MCIT Bylaws, (provided previously), members are required to place all lines of coverage, for which they have exposures, with MCIT. Members may only place coverage outside of the Trust for lines not covered by the MCIT Coverage Document or, with prior approval, when MCIT's coverage limits may not be sufficient for the member's exposure. Therefore, our Coverage Summary includes Liability, Automobile Liability, Cyber, Employee Dishonesty/Faithful Performance of Duty and Workers' Compensation coverage.

As you consider membership in MCIT, please carefully review the MCIT Bylaws and Joint Powers Agreement. By signing the enclosed Joint Powers Agreement, TRPJPB is making a multi-year (potentially a minimum of four (4) years) commitment to the program.

To request membership and indicate acceptance of the MCIT coverage and pricing, please provide the following:

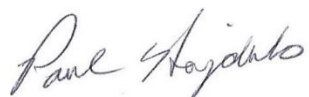
1. An original signature page from the MCIT Joint Powers Agreement, signed by the RRWP Chair. A template is provided.
2. A letter from the RRWP, on its letterhead, stating that it accepts the MCIT coverage and pricing as indicated in the Coverage Summary and Cost Estimate. A sample is provided.
3. A board action or resolution from a current MCIT county member stating that they are sponsoring RRWP for membership. The Isanti County resolution fulfills this requirement.
4. A resolution regarding the optional workers' compensation coverage for the board members. I will wait for your guidance on whether the resolution you sent declining coverage will stand or if another will be sent accepting coverage.
5. A completed Form W9 for RRWP. A fillable W9.pdf is enclosed.
6. A RRWP mission statement. I will draft a document. I may have you review it.

The contribution estimates for coverage as detailed in the enclosed Coverage Summary and Cost Estimate are valid for 90 days from the date of this letter.

Upon receipt of the paperwork outlined above, your membership application will be presented to the MCIT Board of Directors for their review and consideration at a future board meeting. If membership is approved coverage will become effective on the agreed date.

Thank you and please contact me with any questions or concerns.

Sincerely,



Paul Hajduk  
MCIT Risk Management Consultant  
651.209.6427  
phajduk@mcit.org

Enclosures:

MCIT Coverage Summary and Cost Estimate  
MCIT JPA Signature Page  
Sample Board resolution accepting coverage  
Fillable Form W9

**MCIT**  
**Coverage Summary and Cost Estimate for**  
**Rum River Watershed Partnership**  
**January 1, 2023**

**PROPERTY COVERAGE:**

- Coverages: Buildings, Contents and Property in the Open
- Applies to scheduled properties only
  - Physical damage arising from covered perils
  - Replacement cost coverage (with few exceptions)
  - Limit of coverage based on scheduled value subject to 125% valuation provision
  - \$1,000 deductible
- Extra Expense
- \$5,000 coverage limit per claim
- Equipment Breakdown Coverage (Boiler and Machinery)
- Replacement cost valuation
- Inland Marine
- Applies to scheduled equipment only
  - Actual cash value coverage
  - Electronic Data Processing (EDP) Equipment coverage provided on a blanket basis at replacement cost subject to receiving an updated EDP Inventory annually by April 1
  - Deductible varies by equipment type
- Valuable Papers and Records
- \$25,000 coverage limit per claim
- Money and Securities
- \$100,000 coverage limit per claim

**LIABILITY COVERAGE:**

Limits of Liability: \$500,000 each claimant/\$1.5 million each occurrence for claims subject to MN Stat. §466.04

\$2 million for claims not subject to MN Stat. §466.04

- Coverages: General Liability
- Bodily Injury and Property Damage
  - Occurrence-based coverage
  - \$1,000 deductible
- Personal and Advertising Injury Liability
- \$1,000 deductible

**MCIT**  
**Coverage Summary and Cost Estimate for**  
**Rum River Watershed Partnership**  
**January 1, 2023**

Medical Payments

- \$2,500 limit per claim
- Discretionary use
- No deductible

Public Employees Liability

- Claims-made coverage arising from a wrongful act
- Retroactive coverage date equal to effective date of coverage
- \$2,500 deductible

Employee Benefits Liability

- Claims-made coverage arising from a wrongful act
- Responds to claims arising from the administration of the member's employee benefits program
- \$1,000 deductible

**AUTOMOBILE COVERAGE:**

Vehicle Schedule: Coverage applies to Scheduled Vehicles – N/A

Coverages:

Automobile Liability

- \$500,000 coverage limits each claimant/\$1.5 million each occurrence for claims subject to MN Stat. §466.04
- \$2 million coverage limit for claims not subject to MN Stat. §466 (which can include out-of-state business travel)
- No deductible

Personal Injury Protection (PIP) – N/A

Physical Damage – Collision and Comprehensive – N/A

Uninsured/Underinsured Motorist – N/A

Hired and Non-Owned Automobile Liability

- Excess over any other collectible insurance
- No deductible

**CYBER COVERAGE:**

(This section describes the 2022 Cyber Suite coverage. Cyber coverage in 2023 will likely be different. We will provide details in the coming months.)

**MCIT**  
**Coverage Summary and Cost Estimate for**  
**Rum River Watershed Partnership**  
**January 1, 2023**

*Provides coverage for response expenses, damages and defense costs arising from a personal data compromise (from a computer or other source) or computer attack, including a cyber-extortion / ransomware threat.*

Cyber Suite- \$50,000 Annual Aggregate Limit Breakdown

First Party Annual Aggregate Limit	\$25,000
Third Party Defense Annual Aggregate Limit	\$12,500
Third Party Liability Annual Aggregate Limit	\$12,500

\* various coverage sublimits apply

**EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY (BOND) COVERAGE:**

*Provides coverage for loss or damage to the member's money, securities and property other than money and securities as defined, caused by employee dishonesty or an employee's lack of faithful performance of duty.*

Limit of Coverage:	\$5,000 per occurrence
Deductible:	\$0

***Options:***

Limit of Coverage:	\$10,000 per occurrence	
Deductible:	\$0	
	<i>Additional contribution:</i>	<b>\$30</b>
Limit of Coverage:	\$25,000 per occurrence	
Deductible:	\$0	
	<i>Additional contribution:</i>	<b>\$88</b>
Limit of Coverage:	\$50,000 per occurrence	
Deductible:	\$0	
	<i>Additional contribution:</i>	<b>\$156</b>

**WORKERS' COMPENSATION COVERAGE:**

*Paying member employees all benefits required under the Minnesota Workers' Compensation Act arising from a compensable accident or occupational loss while acting within the course and scope of employment.*

**MCIT**  
**Coverage Summary and Cost Estimate for**  
**Rum River Watershed Partnership**  
**January 1, 2023**

- Coverage for employees based on estimated payroll of: N/A.
- Optional coverage for board members – resolution required

**OTHER COVERAGE FEATURES:**

Flood Coverage Endorsement  
 Law or Ordinance Coverage Endorsement  
 Drone Endorsement (Optional)  
 Open Meeting Law Coverage  
 Land Use Defense Coverage Endorsement  
 Department of Human Rights/EEOC Coverage  
 Wrongful Acts/Civil Rights Coverage – Public Employees Liability  
 Legal Defense Fees Paid in addition to Limits of Liability

**ANNUAL ESTIMATED COST OF COVERAGE:**

Property/Casualty Contribution:	\$2,856
Workers' Compensation Coverage for Board ( <b>Optional</b> ):	\$ 704
<b>Total Estimated Cost of Coverage</b>	<b>\$3,560</b>

**NOTICE:**

- **The coverage described above is subject to the terms, conditions, definitions, exclusions and limitations contained within the MCIT Coverage Document.**
- **Membership in MCIT is dependent upon MCIT board approval.**
- **This Cost Estimate is not an invoice. Do not send payment until membership is approved, coverage is bound and you receive an actual invoice from MCIT.**
- **This Cost Estimate is valid for 90 days at which time it will expire.**



# **JOINT POWERS AGREEMENT**

**MINNESOTA COUNTIES  
INTERGOVERNMENTAL TRUST**



**MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST  
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made by and between the political subdivisions or governmental units organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members", and individually as "Member" which are parties signatory to this Agreement. Members are sometimes referred to herein as "Parties."

WHEREAS, Minn. Stat., § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting Parties and provides that regardless of the number of participating governmental units, the joint powers entity may be treated as one governmental unit for purposes of liability.

WHEREAS, Minn. Stat., § 471.59 provides that the governing body of any governmental unit may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function it is authorized to provide for itself.

WHEREAS, Minn. Stat., § 471.981 provides that two or more political subdivisions may by agreement establish a self-insurance pool; and

WHEREAS, political subdivisions may self-insure, purchase insurance through an authorized carrier, or any combination thereof; and

WHEREAS, the creation and operation of a joint self-insurance pool by Counties for political subdivisions or governmental units is economically feasible and practical; and

WHEREAS, the administration of the joint self-insurance pool shall rest solely with the County Members.

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat., §§ 471.59 and 471.981 and all other applicable statutes and regulations, the Parties hereto agree as follows:

**Article I  
Purpose of Agreement**

The Members desire to establish a mechanism whereby the Members may jointly exercise powers common to each participating Member to:

- A. Develop and administer a risk management service program;
- B. Prevent or lessen the frequency and severity of losses occurring in the operation of Member functions;
- C. Defend and protect, in accordance with this Agreement, bylaws and coverage documents, any Member against stated liability or loss;
- D. Provide other similar or related services and programs as determined by the Board.

The powers and duties created herein and the activities and services jointly provided to each Member shall not constitute the procurement of insurance or operation of an insurance business, unless specifically stated by resolution of the Board. This Agreement is also intended to establish procedures

to modify membership and establish a mechanism whereby programs and services may be developed for the benefit of the Members.

## **Article II**

### **Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST, hereinafter sometimes referred to as "MCIT".

## **Article III**

### **Membership**

Membership in MCIT shall be open to any governmental unit or other political subdivision as set forth in Minn. Stat., § 471.59 subd. 1, and Minn. Stat., § 471.981, or other entity that is determined by the Board to qualify for membership who is also included in the definition of "Municipality" as defined in Minn. Stat., § 466.01, subd. 1. The Board may impose such conditions on membership as it deems appropriate to protect the interest of MCIT and to provide for the benefit of its Members; and such conditions as are required by the Agreement, the Bylaws or by applicable statutes or regulations. The Board, at its discretion, may create, modify or abolish classes, levels, types or other groups of membership within MCIT with differing Member rights, privileges or obligations.

## **Article IV**

### **Board of Directors**

There is hereby created a Board of Directors of MCIT, herein referred to as the "Board", which shall be empowered to oversee and administer MCIT. The Board shall be empowered to manage all the affairs of MCIT and to do all things necessary or convenient for the furtherance of the purposes of MCIT, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property real or personal; employing personnel either as employees or by contract; and employing consultants such as attorneys, auditors, accountants, risk managers, actuaries and others. The Board shall provide for the strict accountability of funds.

## **Article V**

### **Divisions**

The Board shall be empowered to create, modify or abolish divisions within MCIT as needed for the operation of MCIT programs. The Board shall preside over and supervise the management, business and affairs of each division.

## **Article VI**

### **Bylaws & Operating Policies and Procedures**

The Board shall adopt Bylaws which provide for the operation and administration of MCIT. The Board may adopt operating policies and procedures to direct and document the specific activities of MCIT.

**Article VII**  
**Meetings of the Board**

The Board shall set the time and place for holding regular meetings of the Board.

Special meetings of the Board may be called by or at the request of the Chair, or in his absence, the Vice Chair, or any two (2) members of the Board.

There shall be an annual membership meeting of MCIT at a place and time determined by the Board. Members shall be given adequate and timely notice of the annual meeting.

The Board at its discretion may call additional membership meetings. Members shall be given adequate and timely notice of the meeting.

Adequate and timely notice for membership meetings means sending the meeting notice at least 30 calendar days prior to the date of the meeting.

All meetings of the Board shall comply with Minn. Stat. Ch. 13D – The Open Meeting Law.

**Article VIII**  
**Term of Agreement/Termination of MCIT**

This Agreement shall remain in effect until the purpose of the Agreement is completed as determined by the MCIT Board of Directors and is:

- A. Terminated by a 2/3 majority vote of those delegates of County Members present at a duly noticed membership meeting; or
- B. Suspended or superseded by an amended Agreement between the Members; or
- C. Terminated by operation of law.

**Article IX**  
**Changes in Membership Status/Departing Members**

No Members may withdraw from this Agreement, or any division of MCIT created pursuant to Article V, for a period of three (3) years after its initial entry into MCIT or division whichever is later. A Member may, after the initial three years, withdraw from this Agreement, or any division of MCIT created pursuant to Article V, upon written notice to the Board according to the Bylaws applicable to the affected division or divisions.

Members that withdraw, that are disqualified for membership, or whose division, class, level, type or group is abolished will be considered as departing MCIT and shall not be considered as having terminated the purpose of MCIT or affected the continuance of MCIT. A departing Member shall remain jointly and severally liable for all debts, obligations and liabilities which were incurred on its behalf or by MCIT during the term of its membership. The liability of a departing Member shall be determined in accordance with the Bylaws and other applicable requirements. A departing Member shall have no right or claim to the reserves or other holdings of MCIT. A departing Member may be entitled to a share of the assets of MCIT only if deemed appropriate by the Board.

**Article X**  
**Assessments/Distribution of Assets**

The amount of any liabilities in excess of assets, in any division of MCIT, shall be assessed to the appropriate Members of MCIT in a form, manner and amount as determined by the Board.

The Board may, at its discretion, determine that an assessment is necessary to insure the financial integrity of MCIT, to operate and maintain MCIT or to carry out other purposes of MCIT pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board.

In the event that the assets, in any division of MCIT, are determined to be more than sufficient to meet liabilities and maintain prudent reserves, such assets may be returned to Members; credited toward future annual payments or otherwise utilized as determined by the Board.

Upon termination of MCIT the Board shall adopt a plan to fund all continuing liabilities and obligations and to assess Members for such liability and obligations or return assets by a formula based on the proportion of losses, services provided and monies received.

**Article XI**  
**Indemnification and Hold Harmless**

MCIT shall be considered a separate and distinct governmental unit to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. MCIT shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

MCIT shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MCIT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat., § 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minn. Stat., § 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties

**Article XII**  
**Amendment**

The Board shall have the power to propose amendments to the Joint Powers Agreement subject to a vote by the County Members. They shall be provided adequate and timely notice of the proposed amendments.

Amendments to the Joint Powers Agreement shall be voted on by the County Members present at a duly noticed membership meeting. An affirmative vote of the majority of the County Members present at the membership meeting shall constitute a change in the Joint Powers Agreement and will not require execution by individual Members.

### **Article XIII Other Agreements**

This Agreement replaces earlier joint powers agreements concerning the establishment and operation of MCIT. To the extent that previous agreements are inconsistent with the provisions of this Agreement such earlier agreements are void. Entering into this Agreement does not alter a Member's initial entry date into MCIT or a division of MCIT for the purposes of calculating the minimum time necessary for withdrawal from MCIT or a division of MCIT. Failure to adopt this Agreement does not constitute withdrawal from MCIT or alter a Member's obligations for participation.