

Rum River Watershed Partnership Board Meeting

January 26, 2023

4:30-6:30 PM

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

Alternates and staff can join via Zoom:

<https://us02web.zoom.us/j/83831147815?pwd=ejZWb0ZZN0t2SWtNU0tBSzN2bVVCdz09>

Phone: 1 312 626 6799

Meeting ID: 838 3114 7815

Passcode: 307933

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- Alan Duff

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- Bobby Kasper

Sherburne County- Lisa Fobbe

Sherburne SWCD- Chris Jurek

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

Agenda Items			
Topic	Purpose	Lead	Time
1. Call to Order and introductions		Determan	5 min.
2. Approve agenda	DECIDE	Determan	1 min.
3. Election of Officers: Chair, Vice Chair	DECIDE	Determan	5 min.
4. Approve November, 2022 minutes	DECIDE	Chair	1 min.
5. Progress reports/updates <ul style="list-style-type: none"> • MCIT Insurance • Progress since last JPE meeting • Education and Outreach Subcommittee 	INFO	Determan	10 min.
6. Approve FY 2023 BWSR WBIF Grant Agreement	DECIDE	Determan	10 min.
7. Approve WBIF Policies	DECIDE	Determan	15 min.
8. Approve Fiscal Agent and Watershed Coordinator Agreements	DECIDE	Chair	15 min.
9. 2023 Meeting Schedule and location	DECIDE	Chair	5 min.
10. Liaison: February 13th IPC meeting 12:30-2:30 p.m.	DECIDE	Chair	1 min.
11. Next Steps: overview of March RRWP Board meeting project approval process	INFO	Chair	15 min.
12. Next Meeting Date: March 23rd	DECIDE	Chair	2 min.
13. Adjourn	DECIDE	Chair	

Rum River Comprehensive Watershed Management Plan

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

1. Meeting called to order by Janski at 4:30 pm. Introductions led by Janski. Only members present in-person may vote.
2. Approve Agenda

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

3. Approve September 22, 2022, Rum River Watershed Partnership Board meeting minutes

Saxton noticed a typo on page four of the meeting minutes that should be changed.

Motion by Saxton to approve the September 22nd, 2022 outcomes with the amended typo; second by Westerlund. Affirmative: All. Opposed: None. **The Motion Carried.**

4. Progress Report and Updates

Determan reminded the board of the progress made so far. The 45-day courtesy review period for the annual work plan ended on November 14th. The IPC reviewed draft policies at their last meeting. Now, there are a few remaining items that need to be modified. Draft contracting has also begun, so when the entity has received the funding contracts are already in place. The education and outreach subcommittee met in November. V. Anderson and Werdien were the board liaisons. The education and outreach plan is currently being drafted. Tonight, the hope is to approve the work plan for submittal to BWSR so there can be a grant agreement to sign at the next board meeting.

5. Approve 2023 Work Plan

Determan included a memo of the one comment received on the annual work plan during the courtesy 45-day review period. The comment was from Isanti County about the pie chart on page four of the work plan. They want the labels to match the labels in the work plan. It was decided that the pie chart would be amended to include the work plan labels but would group them in the same color to remain visually simple.

Motion by Fobbe to update the pie chart in the annual work plan to include the work plan labels while keeping them in the same color block; second by Bastian. Affirmative: All. Opposed: None. **The Motion Carried.**

Motion by Westerlund to approve 2023 work plan as amended and authorize staff to submit FY23 Watershed Based Implementation Funding request and Work Plan to the Board of Water and Soil Resources; second by Saxton. Affirmative: All. Opposed: None. **The Motion Carried.**

Discussion:

There was a discussion about changing the pie chart. The intent of the pie chart was to simply show the percentage of funding that was going to projects. G. Anderson believed that the pie chart should include labels in the work plan so people can understand the plan better. Westerlund asked if the pie chart would impact any funding sources if it changed, and Janski assured it would not. Janski reminded the group that changing the labels on the chart would change its intent since it would no longer be a simplistic way to show the ratio of funding going to projects. He then suggested the project breakdowns are grouped under the same color.

G. Anderson asked for clarity about the meaning of the years in the work plan, and if it referred to a calendar year or a fiscal year. Determan answered that the funding will follow the state's fiscal year 2023, which will cover calendar years 2023 and 2024. Therefore, the planning

covers 2023 and 2024.

6. Draft FY23 WBIF Policies Review

Draft policies are included in the agenda packet. Determan provided a brief overview so board members can familiarize themselves and ask questions. It will go back to the IPC on December 19th to finish the remaining details.

The policies provide a template so that every partner and project is treated equally when selecting projects and cost-share rates. There are three sections to the policy document: project selection and approval process, contracting and payment process and policies, and cost share rates and policies.

Section 1: Project Selection and Approval Process.

Before submitting a project to the board, a partner would determine if their project is eligible. There are three targeted questions that must all be answered "yes" to be eligible. After they determine their eligibility, partners will fill out the Excel Sheet to determine their ranking score. A score above 40 will allow projects to be considered by the IPC to recommend or not recommend to the board for approval. IPC members may vote instead to hold a meeting to discuss the project more thoroughly. Projects will be sent to the IPC for voting on a quarterly basis. The board will meet to approve projects in March, June, September, and December. JPE members will see project information in the agenda packets before the meeting.

There is an appeal process if a project isn't recommended to the board by IPC members. Partners may resubmit a project after they address the JPE or IPC's concerns.

Partners may also submit funding requests for staff time which would go through the same project approval process. Some projects may be grouped for approval, such as cover crops which may be approved by acreage amount.

Discussion:

K. Johnson asked to be reminded how the coordinator will be compensated for their time. It is budgeted as an administration item

There was a discussion about all projects requiring board approval. Saxton stated he would be fine if the IPC approved a high-ranking project rather than risk losing the opportunity to wait for board approval. Schurbon provided context that lawyers believe the JPE should approve all projects, and a project's ranking score does not encapsulate all the finer details of a project. Janski and Bastian added that landowners desiring funding must respect the approval timeline to be a good project. The board will meet every three months with the times set intentionally when projects are expected to be submitted.

Section 2: Contracting and Payment Process and Policies

Schurbon walked the board through the second section. A partner that receives funds would enter into a sub-agreement with the board that would include described deliverables and a timeline. A landowner agreement about maintenance would be needed if the project is on private land. However, the agreement loses weight if the private land is sold. Therefore, the partnership has been discussing deed restrictions and easement agreements for projects. Deed restrictions and easement agreements would require a project to be maintained for the lifespan of the project and allow staff to inspect to ensure projects are still there. Not all partners currently have deed agreements. The proposed policy would require agreements for projects over \$5,000 that are not on publicly or tribally owned land, permanently protected land, or fee-to-trust land. Today, the board is asked to provide their input and in January they will make decisions about the policies.

The board affirmed they should focus on protecting the watershed and the entity with which deed agreements could help. However, the topic will be revisited.

Discussion:

Deed restrictions and easement agreements were discussed at length. There is a risk that the entity, or partners, could be required to repay grant dollars if a project is not maintained for its required lifespan. A deed agreement would also help communicate to a landowner buying the property about the project. Members agreed it is important for new landowners to be aware of the project on their land. Applegate asked for clarification about the state requiring a time limit for the projects. Determan shared the state does have project life requirements based on the cost. Janski questioned if the policy would be up to individual LGUs or apply entity-wide. The current policy applies to all LGUs, but it could change to be left up to individuals. Anoka Conservation District has experience with deed agreements and does not find it difficult to do.

Section 3: Cost Share Rates and Policies and The Excel Ranking Sheet.

Section three, Cost Share Rates and Policies, describes the rates at which projects will be funded using WBIF and match rates. Determan reviewed the section. Numbers are based on achieving the required match and partner input.

Non-structural projects will need to adopt the non-structural policy that fulfills BWSR requirements, and therefore will be required for 3 years and need to be a newly adopted project. It may be possible to get an exemption on a project to have a 1-year contract. The partnership is currently proposing paying for these three-year projects with one lump sum at the beginning to avoid running out of WBIF. Landowners can use their time as grant match, but the partnership is still discussing labor rates.

Schurbon provided an overview of the Excel Ranking Sheet. The Excel Ranking Spreadsheet has many tabs so all the information can be in one place. When the excel form is completed a score will be calculated. If a project meets a certain threshold, then the project is eligible to receive funding and will go to the IPC for recommendation before being presented to the board.

Discussion:

There were a few questions about non-structural project contract lengths. Scholl asked if the size of the project has an influence on contract length, and G. Anderson asked if multiple 3-year contracts can be done with the same landowner. Determan provided clarity. Contract length would be based on farmer willingness, so a skeptical farmer may pursue a 1-year contract. Landowners could only do multiple projects if they were adding onto the practices, such as increasing to a multi-species cover crop mix. Janski inquired about the funding percentage a landowner would be required to pay back if they did not complete their 3-year contract since the value of benefits goes up each year. It is uncertain and possibly up to BWSR.

Applegate wondered what the benefit of providing one upfront payment was to landowners. Shaw responded that it would provide a safety net for those trying a new crop. G. Anderson wondered if the grant had legal issues that would prevent up-front payments. Determan assured that other watersheds have successfully used up-front payments and BWSR has approved them.

7. JPE Insurance

The board must decide if they would like to add worker's comp to their insurance plan. After a discussion, the entity chose not to add workers comp.

Currently, the board has a coverage limit of \$5,000 which could be increased if desired. The board did not choose to increase the coverage limit.

Insurance will become effective once the entity receives the grant funds.

Motion by Fobbe to 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 \$2856 MCIT contributions for 2023 at that time; second by Bastian. Affirmative: All. Opposed: None. **The Motion Carried.**

Discussion:

At the last JPE meeting members were uninterested in workers comp due to the assumption that they would be covered under their own insurance while attending JPE meetings. However, Schurbon learned that is not the case since members are representing the entity and not individual boards at watershed meetings. Westerlund asked who would be covered under the workers comp. It would only cover JPE board members and not staff. Many members felt they did not need workers comp.

8. Liaison: December 19th IPC

A liaison is needed for the December 19th IPC meeting. Fobbe volunteered.

9. January Board Member Changes

Janski reminded the group there will be new representatives at the next meeting due to election turnover. Thanks were given to retiring board members. Determan will need contact information for new board members. Board members should plan to be appointed for at least two years.

10. Next Steps

Provide Determan with contact information for any new board members.

11. **Next Meeting Date:**

January 26, 2023, at 4:30 pm.

At MLC Courthouse, Conference room D, 635 2nd St SE, Milaca, MN 56353

12. Janski called to adjourn the meeting at 6:12 pm.

MEMO**Rum River Watershed Partnership Joint Powers Entity Board****Agenda Item 4: Progress report/Updates****Meeting Date: January 26, 2023****Prepared by: Staff****November 2022**

November Administration	WBIF Policy updates, contracts drafting, prep for WBIF submission, RRWP Board agenda, contacts development
November 14th	45-Day work plan courtesy review period ends
November 16 Education and Outreach Sub-Committee	Draft Education and Outreach plan discussion
November 30th RRWP Board meeting	2023 Work Plan approval, Draft WBIF Project Policies review

Accomplishments: Work plan approved and WBIF ready for BWSR submission

December 2022

December Administration	WBIF Funding Request and work plan to BWSR, Fiscal Agent and Watershed Coordinator Agreement development, updating policies, Education and Outreach plan, implementation tracking discussions.
December 19th Implementation Planning Committee	Updated policies review, 1 st round funding preparation

Accomplishments: WBIF grant ELink funding request approved

Continued on next page

January 2023	
January Administration	WBIF work plan revisions to BWSR, updating policies, general implementation preparation.
January 6th Outreach and Education Subcommittee	Revising Education and Outreach plan
January 24th Outreach and Education Subcommittee	DRAFT Plan and next steps discussion
January 26th RRWP Board meeting	WBIF Grant approval, Fiscal Agent and Coordinator agreement approval, Policy approval
Accomplishments: FY23 WBIF work plan approved and grant agreement approved!	

Upcoming:

February 13: IPC meeting	Review Education and Outreach Plan, Answer questions regarding project submissions, TBD
January 27-February 20	Members to complete funding requests
March 13: IPC meeting	To review and make recommendations for project approval
March 23: RRWP Board meeting	1st Round WBIF project approvals!

MEMO

Request For Action

Rum River Watershed Partnership Joint Powers Entity Board**Agenda Item 6: Approve FY 2023 WBIF Grant Agreement****Meeting Date: January 26, 2023****Prepared by: Tiffany Determan**

PURPOSE/ACTION REQUESTED

Approve Fiscal Year 2023 Watershed Based Implementation Fund (WBIF) grant agreement with the Board of Water and Soil Resources (BWSR).

SUMMARY

Staff recommends approval of the enclosed FY 2023 WBIF grant agreement with BWSR.

An attorney has not reviewed this agreement, however: The agreement is very similar to the agreements that SWCDs habitually have with BWSR, they are nonnegotiable, and they are low risk.

If you would like to have your attorney review it, please do so prior to the meeting.

The execution date of this grant will mark the beginning of the period in which staff can bill time and projects can be completed!!



**FY 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED-BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT**

Vendor:	0000204493
PO#:	3000015668

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Rum River Watershed Partnership, 1318 McKay Drive NE, Suite 300, Ham Lake 55304** (Grantee).

Fiscal Agent: Anoka CD

This agreement is for the following grant(s):

C23-3265	FY23 RRWP Implementation Funds	\$1,011,327
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Total Grant Awarded: \$1,011,327

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(a), and the Laws of Minnesota, 2021, 1st Special Session, Chapter 1, Article 2, Sec. 6(a) appropriated Clean Water Funds (CWF) to the Board for the FY 2022-2023 Watershed-based Implementation Funding Program.
2. The Board adopted the FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the allocation of funds for the FY 2022-2023 Watershed-based Implementation Funding Program. through Board Order #21-51.
3. The Grantee has submitted a Board-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is James Adkinson, Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-539-2588, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**Watershed Coordinator
110 Buchanan St. N
Cambridge, MN 55008
763-689-3271**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference and abide by the FY2022-23 Watershed-based Implementation Funding policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This Grant Agreement includes an advance payment of 50 % of each grant's total amount per grant. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board-approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2022-2023 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minnesota Statutes § 103C.401 establishes the Board's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors

in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **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 Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **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 Board 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.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and the Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. 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.

10. **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.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. 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 Agreement.

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

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board 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.

14. 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.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting 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.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

MEMO

Request For Action

Rum River Watershed Partnership Joint Powers Entity Board**Agenda Item 7: WBIF Project Policies****Meeting Date: January 26, 2023****Prepared by: Tiffany Determan****PURPOSE/ACTION REQUESTED**

Approve WBIF Project Policies

SUMMARY

The WBIF Project Policies outline how funds are to be distributed for projects funded with \$1.1M dedicated State Watershed Based Implementation Funds.

The policies are 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.

These policies were reviewed and commented on by the RRWP Board on November 30th, 2022. The items specifically commented on and now edited are described below. A summary of the November 30th RRWP board discussion regarding these policies can be found in the minutes.

1. Section 2. Contracting Process and Policies: Per the RRWP board recommendation, the language for deed restrictions remains. Additionally, language was added to exempt tribally owned land and fee to trust land.
2. Section 3. FY'23 Cost Share Policies: Per the RRWP board discussion, we added an option for a 1-year contract length for cover crops. Additionally, the requirement to pay 3-year contracts in a lump-sum after the first year of implementation is certified remains. The cost share policies have been approved by the Board of Water and Soil Resources.

NOTE: The policies refer to:

1. An Eligibility and ranking form. This is an excel sheet which will be used to determine eligibility and ranking, and it was briefly reviewed in November. We do not plan to review this form at the RRWP board meeting; however, you can [click here](#) to view the most resent version and example.
3. A The Statement of Work document. This document will become part of the Project agreement with each member and is a compilation of the information from the eligibility and ranking form. This will be the document that the RRWP board reviews/approves, and it will become a part of the member agreements for projects. We can look at this agreement during the meeting.

Rum River Watershed Partnership WBIF Project Policies

Purpose: This policy establishes an administrative process regarding how the 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.

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.

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 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 be within the drainage area of 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 and Statement of Work. The Eligibility and Ranking sheet will be located on a central database and should be filled out there. The activity statement of work can be downloaded from the database and sent to the Coordinator.

Funding Request Ranking

All projects determined to be eligible for 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 second 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 WBIF work plan. If insufficient WBIF funds exist to fulfill current and anticipated funding requests, projects will be scored against each other. If tied, the project with a

better \$/pollutant value of the construction costs 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 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.

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.

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.

Section 2. Contracting Process and Policies

Contracts

Upon approval of a funding request by a Member, the Member will execute an agreement and statement of work with the RRWP. The Board may choose to authorize the Chair or Coordinator to execute the agreement.

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 cost greater than \$5,000 and 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. Deed restrictions and easement agreements are not required for publicly or tribally owned land, permanently protected land, or fee to trust land.

Payments

All requests for reimbursement must be submitted to the Fiscal Agent 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 workdays 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.

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 Statement of Work Amendments

A Project statement of work 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.

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.

Section 3. FY'23 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	WBIF Cost Share Funding Rates	Non-State Match Required*
Administration/Coordination	100%	0%
Education/Information	100%	0%
Project Development	100%	0%
Tech/Engineering	100%	0%
Ag Non-Structural	Incentive-Based	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.

Non-Structural Practice Policy and Incentive Rates

Incentives to install or adopt non-structural best management practices that improve or protect water quality are eligible for use of funds. The goal of these practices is ongoing landowner adoption unless otherwise approved by BWSR.

Non-structural BMPs will be planned and implemented according to the Natural Resource Conservation Service standards and specifications found on the Electronic Field Office Technical Guide (EFOTG). However, seeding dates for cover crops may follow Midwest Cover Crop Council seeding guide recommendations.

For all non-structural BMP practices, cost share funding will be comprised of a flat per acre rate incentive 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.

Contract length

Practices will be planned for 1- or 3-years of implementation.

1-year contracts are available to allow landowners to start small by trying a practice with little commitment. 1-year contracts apply to cover crops only.

For practices with 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).

Contract Payments

A one-time payment shall be made upon the first season's certification by the Member for both one- and three-year contracts. Certification includes verification of seeding, seed mix, and rate. The practice must be certified and inspected by the Member annually for three-year contracts to ensure implementation. If the practice is not continued in years 2 & 3 as required, the Partner shall recover funds for those years.

Eligibility

1-year Contracts (applies to cover crops only): 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. Up to three consecutive contracts may be applied for on the same land.

3-Year Contracts: 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. For cover crops, a second application is eligible if cover crops species or acreage is enhanced.

Incentive Rates:

- **Cover Crops** - Must follow NRCS Practice Standard 340
 - 1-2 species \$50/acre/year
 - 3+ species \$60/acre/year
 - Prevent plant acres are not eligible for this program
 - 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 \$32 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.

MEMO

Request For Action

Rum River Watershed Partnership Joint Powers Entity Board**Agenda Item 8: Approve Fiscal Agent and Watershed Coordinator Agreements****Meeting Date: January 26, 2023****Prepared by: Tiffany Determan**

PURPOSE/ACTION REQUESTED

Approve Fiscal Agent and Watershed Coordinator Agreements

SUMMARY

The decision was made in the 2023 Work Plan to contract with Anoka Conservation District as the Fiscal Agent and Isanti SWCD for the Watershed Coordinator role. Both roles have required a significant amount of effort to-date which is not eligible for grant reimbursement.

We are asking the RRWP board to approve Agreements for both roles today (1/26/2023) so that once the grant is executed the SWCDs can begin billing time that can be reimbursed from the grant.

The agreements will allow the members to be compensated for time as follows:

Fiscal Agent: not to exceed \$29,673.70

Watershed Coordinator: not to exceed \$29,673.70

Agreement development: Because the RRWP board cannot bill time to Kennedy and Graven until the grant is executed, the agreement was drafted by Anoka Conservation District with Assistance from the Anoka County Attorney. The Isanti County Attorney reviewed the Isanti SWCD agreement and had no comments or concerns.

FISCAL AGENT AGREEMENT

THIS AGREEMENT is between the Rum River Watershed Partnership (RRWP), 110 Buchanan Street North, Cambridge, MN 55008, and the Anoka Conservation District (ACD), 1318 McKay Drive NE suite 300 Ham Lake, MN 55304, together referred to herein as "Parties".

WITNESSETH:

WHEREAS, The Parties to this Agreement are Parties to the Joint Powers Agreement for the Implementation of the Rum River Comprehensive Water Management Plan dated June 20, 2022; and

WHEREAS, the Rum River Comprehensive Water Management Partnership requires the assistance of a fiscal agent while the RRWP implements the goals and objectives of the Rum River Comprehensive Water Management Plan; and

WHEREAS, ACD is qualified and willing to furnish these services; and

WHEREAS, the RRWP wishes to purchase these services from the ACD.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This Agreement will begin on January 1, 2023 or upon the date of the last required signature, whichever is later. This Agreement shall terminate on December 31, 2024. This Agreement may be renewed upon the written agreement in the form of an Amendment signed by the necessary parties for up to four (4) additional two (2) year terms.

II. SERVICES

The RRWP agrees to purchase and the ACD agrees to act as the Fiscal Agent for the RRWP's activities. This includes the duty to follow accounting principles to maintain a record of all grant funds received and disbursed for purposes of implementation of the Rum River Watershed Comprehensive Watershed Management Plan, to include Watershed Based Implementation Funding from the Minnesota Board of Water and Soil Resources. Services shall be performed as outlined in RRWP Comprehensive Policies as adopted by the RRWP and as may be amended by the RRWP.

Services are expected to routinely include:

- Establish separate financial tracking of Rum watershed partnership funds.
- Prepare annual budget in coordination with Coordinator.
- Receive and issue payments.
- Compile records for audits.
- Provide, at a minimum, quarterly accounting of the funds, receipts and disbursements, to

be presented to the RRWP Board for its meetings.

- Develop consistent forms for partners to report project finances and request reimbursement payments. Done in collaboration with Coordinator.
- Reporting in the MN Board of Water and Soil Resources ELink system.

III. COMPENSATION

For services satisfactorily completed, the RRWP shall pay the ACD an amount not to exceed \$29,673.70 for the period of this Agreement.

IV. BILLING AND PAYMENT

ACD shall submit for approval by the RRWP an itemized statement with information supporting the work completed. Within thirty (30) days of RRWP approval of the statement, ACD shall reimburse itself for the approved amount.

V. AUDIT DISCLOSURE AND RETENTION OF RECORDS

The ACD agrees to make available to duly authorized representatives of the RRWP and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the ACD that are pertinent to the ACD's provision of services hereunder. The ACD further agrees to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

VI. INDEMNIFICATION

The ACD shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the RRWP, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to the services to be provided under this Agreement, including but not limited to the negligence of the ACD or any entity or person for which the ACD is legally responsible.

The RRWP shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the ACD, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to any negligent act on the part of RRWP relating to the services to be provided under this Agreement, including but not limited to the negligence of the RRWP or any entity or person for which the RRWP is legally responsible.

VII. INSURANCE

The ACD shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ACD, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Exhibit A, which is attached hereto and incorporated herein.

VIII. SERVICES NOT PROVIDED FOR

No claim for services furnished by ACD not specifically provided for herein shall be honored by the RRWP.

IX. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the ACD to the RRWP is that of an independent Contractor and not an employee or agent of the RRWP.

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the ACD shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the RRWP to terminate this Agreement immediately upon delivery of written notice of termination to the ACD.

XI. STATE TAX LAWS

The RRWP shall not make final payment until the ACD has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the ACD's employees and to employees of any Subcontractors hired by the ACD for work performed under this Agreement. The ACD will provide the RRWP with a letter stating the requirements have been met.

XII. SUBCONTRACTING AND ASSIGNMENTS

ACD shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the RRWP and subject to such conditions and provisions as the RRWP may deem necessary. The ACD shall be responsible for the performance of all Subcontractors.

XIII. PAYMENT TO SUBCONTRACTORS

The ACD shall comply with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to Subcontractors. The ACD shall pay any subcontractor within ten (10) days of ACD's receipt of payment from the RRWP for undisputed services provided by the subcontractor. The ACD shall pay interest of 1½% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for unpaid balance of \$100 or more is \$10. For unpaid balance of less than \$100, the ACD shall pay the actual penalty due to the subcontractor. Any subcontractor who prevails in a civil action to collect interest penalties from the ACD shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

XIV. CONFLICT OF TERMS AND CONDITIONS

If there is a conflict in the terms and conditions contained in this Agreement and the RRWP Comprehensive Policies as adopted by the RRWP, the terms and conditions contained in this

Agreement shall take precedence.

XV. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XVI. AFFIRMATIVE ACTION

No person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVII. NON-DISCRIMINATION

The ACD agrees to abide by all provisions of Minn. Stat. § 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract," set forth as follows:

MINN. STAT. § 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any RRWP, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the ACD agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no ACD, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no ACD, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, RRWP, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XVIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of

providing services hereunder, the ACD agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the ACD in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the ACD must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the ACD. The ACD is not required to provide public data to the public if that same data is available from the RRWP, unless stated otherwise in this Agreement.

XIX. EARLY TERMINATION

This Agreement may be terminated by the either party at any time, with or without cause, upon fourteen (14) days written notice delivered by mail or in person. Notice shall be delivered at the address first written above. If notices are delivered by mail, they shall be effective two (2) days after mailing.

Upon early termination by the RRWP, the ACD shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.

XX. DEFAULT AND REMEDY

Failure of the ACD (including the failure of any employee or agent of the ACD) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the ACD upon receipt of a notice of deficiency and a request for compliance from the RRWP. In the event of a default by the ACD, the RRWP may cancel this Agreement by sending a written notice of cancellation to the ACD at the address stated above, and may recover from the ACD any damages sustained by the RRWP which may directly or consequently arise out of the breach of this Agreement by the ACD.

XXI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the RRWP and ACD relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

XXII. NOTICE

Notice is to be given in writing and either sent by mail, email or delivered in person.

Notice for ACD will be directed to:

Chris Lord, District Manager (or successor)

1318 McKay Drive NE suite 300 Ham Lake, MN 55304
Chris.Lord@anokaswcd.org

Notice for the RRWP will be directed to:
Jake Janski, RRWP Chair (or successor)
c/o Isanti Soil and Water Conservation District
110 Buchanan St N
Cambridge, MN 55008
jakejanskiswcd@gmail.com

When notice is served by mail, it is deemed received 3 days after mailing. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

RUM RIVER WATERSHED PARTNERSHIP

**THE ANOKA CONSERVATION
DISTRICT**

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT A
INSURANCE REQUIREMENTS
Professional Services

1. INSURANCE

- 1.1. ACD will procure and maintain for the duration of this Agreement (hereinafter referred to as the “Contract”), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the ACD, its agents, representatives, employees or Subcontractors.
- 1.2. **Commercial General Liability.** ACD will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
- 1.2.1. CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent ACD, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
- 1.2.2. **RRWP**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the Commercial General Liability, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the ACD’s work and services performed for the RRWP. This coverage shall be primary to the Additional Insured.
- 1.2.3. The RRWP’s insurance will be excess of the ACD’s insurance and will not contribute to it. The ACD’s coverage will contain no special limitations on the scope of protection afforded to the RRWP, its agents, officers, directors, and employees.
- 1.2.4. **Waiver of Subrogation.** ACD waives all rights against RRWP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by ACD pursuant to Paragraph 1.1. ACD will obtain an endorsement to affect this waiver.
- 1.3. **Workers’ Compensation Insurance.** ACD will maintain Workers’ Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease for each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
- 1.3.1. If ACD is not required by Statute to carry Workers’ Compensation insurance, ACD must provide a letter on their letterhead which includes:
- 1.3.1.1. Evidence why the ACD is not required to obtain Workers’ Compensation Insurance.
- 1.3.1.2. A statement in writing which agrees to provide notice to RRWP of any change in ACD’s exception status under the Minnesota State Statutes 176.041; and
- 1.3.1.3. A statement which agrees to hold RRWP harmless and indemnify the RRWP from and against any and all claims and losses brought by ACD or any subcontractor or

other persons claiming injury or illness resulting from performance of work this contract.

- 1.3.2. **Waiver of Subrogation.** ACD waives all rights against RRWP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by ACD. ACD will obtain an endorsement to affect this waiver.

1.4. **Other Insurance Provisions**

- 1.4.1. Prior to the start of this Contract, ACD will furnish RRWP with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. ACD will provide certified copies of all insurance policies required within ten days if requested in writing by RRWP. Failure of RRWP to demand such certificate or other evidence of full compliance with the insurance requirements or failure of RRWP to identify deficiency from evidence that is provided shall not be construed as a waiver of ACD's obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements or failure to maintain the required insurance may result in termination of this contract.
- 1.4.2. Cancellation and Material Change Endorsement shall be included on all insurance policies required by the RRWP. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the RRWP at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.4.3. **No Representation of Coverage Adequacy.** By requiring insurance herein, RRWP does not represent that coverage and limits will necessarily be adequate to protect the ACD and such coverage and limits shall not be deemed as a limitation on ACD's liability under the indemnities granted to RRWP in this Contract.
- 1.4.4. **Cross-Liability coverage.** If ACD's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.4.5. **Acceptability of Insurer(s).** RRWP reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

WATERSHED COORDINATOR AGREEMENT

THIS AGREEMENT is between the Rum River Watershed Partnership (RRWP), 110 Buchanan Street North, Cambridge, MN 55008, and the Anoka Conservation District (ISWCD), 110 Buchanan Street North, Cambridge, MN 55008, together referred to herein as "Parties".

WITNESSETH:

WHEREAS, The Parties to this Agreement are Parties to the Joint Powers Agreement for the Implementation of the Rum River Comprehensive Water Management Plan dated June 20, 2022; and

WHEREAS, the Rum River Comprehensive Water Management Partnership requires the assistance of a Watershed Coordinator while the RRWP implements the goals and objectives of the Rum River Comprehensive Water Management Plan; and

WHEREAS, ISWCD is qualified and willing to furnish these services; and

WHEREAS, the RRWP wishes to purchase these services from the ISWCD.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This Agreement will begin on January 1, 2023 or upon the date of the last required signature, whichever is later. This Agreement shall terminate on December 31, 2024. This Agreement may be renewed upon the written agreement in the form of an Amendment signed by the necessary parties for up to four (4) additional two (2) year terms.

II. SERVICES

The RRWP agrees to purchase and the ISWCD agrees to act as the Watershed Coordinator for the RRWP's activities. Services shall be performed as outlined in RRWP Comprehensive Policies as adopted by the RRWP and as may be amended by the RRWP.

Duties may include but are not limited to:

- a) Develop annual work plan and associated budget with assistance from IPC to be presented to the Board for approval
- b) Develop consistent forms for partners to request funds for projects, and to report project outcomes. Done in collaboration with Fiscal Agent.
- c) Submit WBIF Funding request and work plan to BWSR
- d) Develop policies as needed to ensure consistency
- e) Coordinate WBIF funding request process
- f) Act as point of contact
- g) Maintain records of the partnership
- h) Recommend plan amendments to the RRCWMP to the Board

- i) Ensure work plan progress
- j) Provide the RRWP Board with project updates on work being completed under the RRCWMP, with assistance from the Planning Team and IPC
- k) Organize meetings of the Policy Committee, IPC and Planning Team and assist the same with fulfilling their duties. This includes: providing advance notice of meetings, preparing/ distributing agendas & related materials, distributing minutes, maintain all records and documents of the above-noted groups.
- l) Prepare and submit grant applications and funding request on behalf of the entity, and serve as point of contact for grant agreements
- m) Track progress towards plan and annual plan goals (process to be developed by Sherburne SWCD)

III. COMPENSATION

For services satisfactorily completed, the RRWP shall pay the ISWCD an amount not to exceed \$29,673.70 for the period of this Agreement.

IV. BILLING AND PAYMENT

ISWCD shall submit for approval by the RRWP an itemized statement with information supporting the work completed. Within thirty (30) days of RRWP approval of the statement, ISWCD shall reimburse itself for the approved amount.

V. AUDIT DISCLOSURE AND RETENTION OF RECORDS

The ISWCD agrees to make available to duly authorized representatives of the RRWP and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the ISWCD that are pertinent to the ISWCD's provision of services hereunder. The ISWCD further agrees to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

VI. INDEMNIFICATION

The ISWCD shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the RRWP, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to the services to be provided under this Agreement, including but not limited to the negligence of the ISWCD or any entity or person for which the ISWCD is legally responsible.

The RRWP shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the ISWCD, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to any negligent act on the part of RRWP relating to the services to be provided under this Agreement, including but not limited to the negligence of the RRWP or any entity or person for which the RRWP is legally responsible.

VII. INSURANCE

The ISWCD shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ISWCD, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Exhibit A, which is attached hereto and incorporated herein.

VIII. SERVICES NOT PROVIDED FOR

No claim for services furnished by ISWCD not specifically provided for herein shall be honored by the RRWP.

IX. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the ISWCD to the RRWP is that of an independent Contractor and not an employee or agent of the RRWP.

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the ISWCD shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the RRWP to terminate this Agreement immediately upon delivery of written notice of termination to the ISWCD.

XI. STATE TAX LAWS

The RRWP shall not make final payment until the ISWCD has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the ISWCD's employees and to employees of any Subcontractors hired by the ISWCD for work performed under this Agreement. The ISWCD will provide the RRWP with a letter stating the requirements have been met.

XII. SUBCONTRACTING AND ASSIGNMENTS

ISWCD shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the RRWP and subject to such conditions and provisions as the RRWP may deem necessary. The ISWCD shall be responsible for the performance of all Subcontractors.

XIII. PAYMENT TO SUBCONTRACTORS

The ISWCD shall comply with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to Subcontractors. The ISWCD shall pay any subcontractor within ten (10) days of ISWCD's receipt of payment from the RRWP for undisputed services provided by the subcontractor. The ISWCD shall pay interest of 1½% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum

monthly interest penalty payment for unpaid balance of \$100 or more is \$10. For unpaid balance of less than \$100, the ISWCD shall pay the actual penalty due to the subcontractor. Any subcontractor who prevails in a civil action to collect interest penalties from the ISWCD shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

XIV. CONFLICT OF TERMS AND CONDITIONS

If there is a conflict in the terms and conditions contained in this Agreement and the RRWP Comprehensive Policies as adopted by the RRWP, the terms and conditions contained in this Agreement shall take precedence.

XV. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XVI. AFFIRMATIVE ACTION

No person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVII. NON-DISCRIMINATION

The ISWCD agrees to abide by all provisions of Minn. Stat. § 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract," set forth as follows:

MINN. STAT. § 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any RRWP, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the ISWCD agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no ISWCD, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no ISWCD, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, RRWP, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XVIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the ISWCD agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the ISWCD in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the ISWCD must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the ISWCD. The ISWCD is not required to provide public data to the public if that same data is available from the RRWP, unless stated otherwise in this Agreement.

XIX. EARLY TERMINATION

This Agreement may be terminated by the either party at any time, with or without cause, upon fourteen (14) days written notice delivered by mail or in person. Notice ISWCD shall be delivered ISWCD at the address first written above. If notices are delivered by mail, they shall be effective two (2) days after mailing.

Upon early termination by the RRWP, the ISWCD shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.

XX. DEFAULT AND REMEDY

Failure of the ISWCD (including the failure of any employee or agent of the ISWCD) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the ISWCD upon receipt of a notice of deficiency and a request for compliance from the RRWP. In the event of a default by the ISWCD, the RRWP may cancel this Agreement by sending a written notice of cancellation to the ISWCD at the address stated above, and may recover from the ISWCD any damages sustained by the RRWP which may directly or consequently arise out of the breach of this Agreement by the ISWCD.

XXI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is

contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the RRWP and ISWCD relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

XXII. NOTICE

Notice is to be given in writing and either sent by mail, email or delivered in person.

Notice for ISWCD will be directed to:

Tiffany Determan, District Manager (or successor)
110 Buchanan Street North Cambridge, MN 55008
tdeterman@isantiswcd.org

Notice for the RRWP will be directed to:

Jake Janski, RRWP Chair (or successor)
c/o Isanti Soil and Water Conservation District
110 Buchannan St N
Cambridge, MN 55008
jakejanskiswcd@gmail.com

When notice is served by mail, it is deemed received 3 days after mailing. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

RUM RIVER WATERSHED PARTNERSHIP

**THE ISANTI SOIL AND WATER
CONSERVATION DISTRICT**

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT A
INSURANCE REQUIREMENTS
Professional Services

1. INSURANCE

1.1. ISWCD will procure and maintain for the duration of this Agreement (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the ISWCD, its agents, representatives, employees or Subcontractors.

1.2. **Workers' Compensation Insurance.** ISWCD will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease for each employee and not less than \$500,000 Bodily Injury By Disease policy limit.

1.2.1. If ISWCD is not required by Statute to carry Workers' Compensation insurance, ISWCD must provide a letter on their letterhead which includes:

1.2.1.1. Evidence why the ISWCD is not required to obtain Workers' Compensation Insurance.

1.2.1.2. A statement in writing which agrees to provide notice to RRWP of any change in ISWCD's exception status under the Minnesota State Statutes 176.041; and

1.2.1.3. A statement which agrees to hold RRWP harmless and indemnify the RRWP from and against any and all claims and losses brought by ISWCD or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.

1.2.2. **Waiver of Subrogation.** ISWCD waives all rights against RRWP and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by ISWCD. ISWCD will obtain an endorsement to affect this waiver.

1.3. Other Insurance Provisions

1.3.1. Prior to the start of this Contract, ISWCD will furnish RRWP with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. ISWCD will provide certified copies of all insurance policies required within ten days if requested in writing by RRWP. Failure of RRWP to demand such certificate or other evidence of full compliance with the insurance requirements or failure of RRWP to identify deficiency from evidence that is provided shall not be construed as a waiver of ISWCD's obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements or failure to maintain the required insurance may result in termination of this contract.

1.3.2. Cancellation and Material Change Endorsement shall be included on all insurance policies required by the RRWP. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the RRWP at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

- 1.3.3. **No Representation of Coverage Adequacy.** By requiring insurance herein, RRWP does not represent that coverage and limits will necessarily be adequate to protect the ISWCD and such coverage and limits shall not be deemed as a limitation on ISWCD's liability under the indemnities granted to RRWP in this Contract.
- 1.3.4. **Cross-Liability coverage.** If ISWCD's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.3.5. **Acceptability of Insurer(s).** RRWP reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

MEMO

Request For Action

Rum River Watershed Partnership Joint Powers Entity Board**Agenda Item 9: Decision of 2023 meeting schedule and location****Meeting Date: January 26, 2023****Prepared by: Tiffany Determan**

PURPOSE/ACTION REQUESTED

Decision of 2023 meeting schedule and location.

SUMMARY

With the start of the new year, a new meeting schedule is needed. The suggestion from staff is to follow the schedule set out in the Project Policies document. The schedule results in meetings in **March, June, September and December**. The meetings are currently held the fourth Thursday of the Month at 4:30 at the Historic Mille Lacs County Courthouse.

Proposed 2023 meeting dates:

March 23, 2023

June 22, 2023

September 28, 2023

December 28, 2023