

Snake River Comprehensive Watershed Management Plan	Partnership Meeting Agenda Meeting #3 <u>Location:</u> Kanabec Co. Courthouse Basement room 317 Maple Ave E Mora MN 55051	Date: Nov. 27, 2023
		Time: 10:00 am – 12:00 pm
		In-Person Or Remote via. Google Meet

Partnership Members: Dan Gravley, Travis Leiviska, Kevin Belkholm, Kurt Beckstrom, Michael Cummins, Terry Lovgren, Peter Ripka

Alternates: Jon Sanford, Bob Hoefert, Kim Johnson, Bob Janzen, Joshua Mohr, Rick Mattson, Bret Sample, Kelly Henry

Invitees:

Staff: Teresa Wickeham, Ryan Carda, Deanna Pomije, Jerah Mattson, Paul Swanson, Zach Van Orsdel, Caleb Anderson, Jeremy Williamson, Susan Shaw, Kyle Fredrickson, Andrew Carlstrom, Keenan Hayes, Janet Smude, Mitch Gindele

Agencies: Barb Peichel, Zach Guttormson

Meeting Material & Homework:

- Meeting Outcomes 10/23/23
- Some Final Service Contracts for approval

In-Person Meeting in the basement room of the Kanabec Co. Courthouse 317 Maple Ave E Mora MN 55051 OR

Remote Google Meet via. Computer or phone:

(If you haven't previously tested your computer/phone system using Google Meet, please log-in/call-in 10 min. early.)

Google Meet joining info

Video call link: <https://meet.google.com/jnx-diyo-nqj>

Or dial: (US) +1 402-946-0280 PIN: 887 698 002#

More phone numbers: <https://tel.meet/jnx-diyo-nqj?pin=6467631032850>

Agenda Items

*Agenda Items for Approval / Roll Call Vote

Note Taker: Jerah Mattson, Kanabec SWCD

Chair: Kurt Beckstrom, Mille Lacs SWCD

Vice Chair: Kevin Belkholm, Kanabec SWCD

Snake Watershed Mission: The mission of the Snake River Watershed Plan Partnership (SRWPP) is to implement the Snake River Comprehensive Watershed Management Plan. The Partnership seeks to facilitate collaboration across its member entities and connect landowners with the resources needed to manage their natural resources. The SRWPP strives to work with and empower landowners and partners in the restoration and protection of the watershed's natural resources.

Meeting to start after the SRWMB Meeting (starting at 9 am)...

Start 10:00 am (120 min)		(Meeting Recorded)	
Partnership Meeting	Purpose	Lead	Start Times
Welcome – Introductions, as needed ‘How do you like your potatoes or squash?’ <u>Meeting Purpose</u> – Approve Service Contracts, Seek comments on project vetting	INTRO	Chair	10:00 am
*Approve Agenda – suggest other agenda items	APPROVE	Chair	10:10
*Approve meeting outcomes: 10/23/23	APPROVE	Chair	10:15
Service Contracts: *Fiscal Admin. (Pine Co) *Coordinator (Kanabec SWCD) *Master Contract *Project Development (Kanabec SWCD) *Outreach / Education (Kanabec SWCD)	REVIEW / COMMENT	Pomije	10:20

BREAK (5 min.)			10:50
Public Input (10 min.)	HEAR COMMENTS	Chair	10:55
Summary of Project Vetting, etc.	REVIEW / COMMENT	Staff	11:05
*Partnership Watershed (Pine Co) Attorney Representation	DISCUSS / PROVIDE INPUT	Staff	11:30
Update on Watershed Hire	UPDATE	Pomije	11:40
Propose new meeting time / date	PROPOSE	Chair	11:45
<p><u>Next Scheduled Meeting</u> – Potentially no Dec. meeting Jan. 22, 2024</p> <p><u>Future Agenda Items:</u></p> <ul style="list-style-type: none"> Finalize project vetting / cost-share <p>Anyone want to sign-up to bring treats to our next meeting?</p>	UPDATE	Chair / Staff	End 12:00 pm

Service Contract Reviews

Next, contract components of the various service agreements were reviewed, seeking input from the board. We reviewed the listed duties for both the fiscal agent and the coordinator. There was discussion over the termination time frame by either party of the contracts for termination. In the end it was agreed for the fiscal agent's contract to state 45 days for termination; for the coordinator's contract to state 14 days for termination; and the Master Contract to also state 45 days for termination. On the listing of the renewal period on the contract it was agreed upon to have no limit on the number of times the contracts can be renewed.

In discussing service contracts staff were recommending the Partnership Board to meet every other month, as needed. This was agreeable to the board. It was also suggested that projects equal to or over \$20,000 would be brought to the board for approval. Those projects under the \$20,000 may be covered through a Master Service contract. All projects will be vetted through the Steering Committee (watershed staff) using a board approved vetting criteria. This too was agreeable to the board. Staff have proposed that the project cost-share contracts be signed between the landowners and the LGU providing the technical support on the project, as apposed to the contract signed with the Partnership itself.

The summary review on service contracts was cut short to ensure the board had time to review the final By-laws.

Final By-laws for Review:

Pomije led the group through a final draft of the bylaw for the partnership. Since our last meeting, Kanabec SWCD did provide some recommended changes to the bylaws – these were mostly suggestions to clean up the language. For example, changing may to shall. Under 2. g. – Coordinator approved modifications; after discussion it was agreed to allow the Coordinator to approve within the 10% allowed grant modifications, as well as approve project change orders up to \$5,000 with no project with more than \$7,500 in project change orders. Recommended changes were made real time to facilitate approval today on a final version.

It was noted and agreed by the Board, that any member of the Board can call a roll call vote.

Motion by Belkholm, second by Leiviska to approve the by-laws as just discussed and revised

Affirmative: Leiviska, Beckstrom, Ripka, Belkholm, Cummins, Lovgren, Gravely

Opposed: None **Abstain:** None

Watershed Attorney Representation

Pomije mentioned that there is a need now for the various party attorneys to review our draft service contracts, before they are finalized. She asked the members to ask their legal council to review these contracts for comments. She'll be sending out an email ask on this with the draft service contracts. There may also be a need for the Partnership to seek out long-term attorney representation. Please consult your legal council to see their interest in providing this service.

Next Partnership Meeting - 11/27/23

Planning for a review and to seek approval on our final Service Contracts. We may also have our BWSR grant contract finalized.

Motion by Leiviska, second by Cummins to adjourn the meeting at 12:05 pm.

Affirmative: Leiviska, Beckstrom, Ripka, Belkholm, Cummins, Lovgren, Gravely

Opposed: None **Abstain:** None

FISCAL AGENT AGREEMENT

THIS AGREEMENT is between the Snake River Watershed Plan Partnership (SRWPP), 2008 Mahogany St Ste 3, Mora MN 55051, and Pine County (PC), 1610 Hwy 23 N, Sandstone, MN 55072, 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 Snake River Comprehensive Water Management Plan dated Jan. 25, 2023; and

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

WHEREAS, PC is qualified and willing to furnish these services; and WHEREAS, the SRWPP wishes to purchase these services from PC.

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

I. TERM

This Agreement will begin on December 1, 2023 or upon the date of the last required signature, whichever is later. This Agreement shall terminate on December 31, 2025. This Agreement may be renewed upon the written agreement in the form of an Amendment signed by the necessary parties for two (2) year terms.

II. SERVICES

The SRWPP agrees to purchase and the PC agrees to act as the Fiscal Agent for the SRWPP '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 Snake 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 SRWPP Comprehensive Policies as adopted by the SRWPP and as may be amended by the SRWPP.

Services are expected to routinely include:

- Establish separate financial tracking of Snake 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 SRWPP 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 E-Link system.

III. COMPENSATION

For services satisfactorily completed, the SRWPP shall pay PC an amount not to exceed \$40,000.00 for the period of this Agreement.

Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:

- a) Invoicing the Snake Partnership's Fiscal Agent at hourly rates allowable in the "Determining a Billing Rate" section if applicable.
- b) Documenting expenses according to the "Time and Effort Documentation" section. Invoicing only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.

IV. BILLING AND PAYMENT

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

V. AUDIT DISCLOSURE AND RETENTION OF RECORDS

PC agrees to make available to duly authorized representatives of the SWRPP 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 PC that are pertinent to PC's provision of services hereunder. PC 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

PC shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the SWRPP, 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 PC or any entity or person for which PC is legally responsible.

The SWRPP shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend PC, 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 SWRPP relating to the services to be provided under this Agreement, including but not limited to the negligence of the SWRPP or any entity or person for which the SWRPP is legally responsible.

VII. INSURANCE

PC 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 PC, 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 PC not specifically provided for herein shall be honored by the SWRPP.

IX. INDEPENDENT CONTRACTOR

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

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, PC 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 SWRPP to terminate this Agreement immediately upon delivery of written notice of termination to PC.

XI. STATE TAX LAWS

The SWRPP shall not make final payment until PC 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 PC's employees. PC will provide the SWRPP with a letter stating the requirements have been met.

XII. SUBCONTRACTING AND ASSIGNMENTS

PC 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 SWRPP and subject to such conditions and provisions as the SWRPP may deem necessary. PC shall be responsible for the performance of all Subcontractors.

XIII. PAYMENT TO SUBCONTRACTORS

PC shall comply with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to Subcontractors. PC shall pay any subcontractor within ten (10) days of PC's receipt of payment from the SWRPP for undisputed services provided by the subcontractor. PC 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, PC shall pay the actual penalty due to the subcontractor. Any subcontractor who prevails in a civil action to collect interest penalties from the PC 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 SWRPP Comprehensive Policies as adopted by the SWRPP, 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

PC 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 SWRPP, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which PC agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no PC, 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 PC, 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, SWRPP, 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, PC 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.

PC 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 PC. PC is not required to provide public data to the public if that same data is available from the SWRPP, 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 (45) 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 SWRPP, PC 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 PC (including the failure of any employee or agent of PC) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by PC upon receipt of a notice of deficiency and a request for compliance from the SWRPP. In the event of a default by PC, the SWRPP may cancel this Agreement by sending a written notice of cancellation to PC at the address stated above, and may recover from PC any damages sustained by the SWRPP which may directly or consequently arise out of the breach of this Agreement by PC.

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 SWRPP and PC 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 or delivered in person.

Notice for PC will be directed to:

Caleb Anderson, Land & Resource Manager (or successor)

1610 Hwy 23 N, Sandstone, MN 55072
Notice for the SWRPP will be directed to:
Kurt Beckstrom, SWRPP Chair (or successor)
c/o Kanabec Soil and Water Conservation District
2008 Mahogany St Ste 3
Mora, MN 55051

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.

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

PINE COUNTY

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT A
INSURANCE REQUIREMENTS
Professional Services

1. INSURANCE

- I. I. Pine County (PC) 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 PC, its agents, representatives, employees or Subcontractors.
- I.2. **Commercial General Liability.** PC 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.
- I.2. I. CGL Insurance will be written on the Insurance Services Office (ISO) occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent PC, 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. **Snake River Watershed Plan Partnership (SWRPP)**, 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 PC's work and services performed for the SWRPP. This coverage shall be primary to the Additional Insured.
- 1.2.3. The SWRPP's insurance will be excess of the PC's insurance and will not contribute to it. The PC's coverage will contain no special limitations on the scope of protection afforded to the SWRPP, its agents, officers, directors, and employees.
- 1.2.4. **Waiver of Subrogation.** PC waives all rights against SWRPP 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 PC pursuant to Paragraph I. I. PC will obtain an endorsement to affect this waiver.
- I.3. **Workers' Compensation Insurance.** PC 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.
- I.3.1. If PC is not required by Statute to carry Workers' Compensation insurance, PC must provide a letter on their letterhead which includes:
- 1.3.1.1. Evidence why the PC is not required to obtain Workers' Compensation Insurance.
- 1.3.1.2. A statement in writing which agrees to provide notice to SWRPP of any change in PC's exception status under the Minnesota State Statutes 176.041; and
- 1.3.1.3. A statement which agrees to hold SWRPP harmless and indemnify the SWRPP form and against any and all claims and losses brought by PC or any subcontractor or

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

- 1.3.2. **Waiver of Subrogation.** PC waives all rights against SWRPP 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 PC. PC will obtain an endorsement to affect this waiver.

I.4. Other Insurance Provisions

- 1.4.1. Prior to the start of this Contract, PC shall furnish SWRPP 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. PC will provide certified copies of all insurance policies required within ten days if requested in writing by SWRPP. Failure of SWRPP to demand such certificate or other evidence of full compliance with the insurance requirements or failure of SWRPP to identify deficiency from evidence that is provided shall not be construed as a waiver of PC'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 SWRPP. 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 SWRPP 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, SWRPP does not represent that coverage and limits will necessarily be adequate to protect the PC and such coverage and limits shall not be deemed as a limitation on PC's liability under the indemnities granted to SWRPP in this Contract.
- 1.4.4. **Cross-Liability coverage.** If PC'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).** SWRPP reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

Revised 9/11/17; 5/7/21

WATERSHED COORDINATOR AGREEMENT

THIS AGREEMENT is between the Snake River Watershed Plan Partnership (SRWPP), 2008 Mahogany St Ste 3, Mora, MN 55051, and the Kanabec Soil and Water Conservation District (KSWCD), 2008 Mahogany St Ste 3, Mora, MN 55051, 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 Snake River Comprehensive Water Management Plan ("the Plan") dated Jan. 25, 2023; and

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

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

WHEREAS, the SRWPP wishes to purchase these services from the KSWCD.

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

I. TERM

This Agreement will begin on November 1, 2023 or upon the date of the last required signature, whichever is later. This Agreement shall terminate on December 31, 2025. This Agreement may be renewed upon the written agreement in the form of an Amendment signed by the necessary parties for two (2) year terms.

II. SERVICES

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

Duties may include but are not limited to:

- a) Develop annual work plan and associated budget with assistance from Steering Committee to be presented to the Snake River Watershed Plan Partnership Board (Board) for approval
- b) Develop consistent forms for partners to request funds for projects, and to report project outcomes to the SRWPP. 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 Plan' to the Board
- i) Ensure work plan progress
- j) Provide the SRWPP Board with project updates on work being completed under 'the Plan', with assistance from the Steering Committee
- k) Organize meetings of the Board and Steering Committee 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 'the Plan' and the biennial work plan goals (process to be developed by Steering Committee, with e-link reported completed by Pine County and Aitkin SWCD)

III. COMPENSATION

For services satisfactorily completed, the SRWPP shall pay the KSWCD an amount not to exceed \$169,666 for the period of this Agreement.

Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:

- a) Invoicing the Snake Partnership's Fiscal Agent at hourly rates allowable in the "Determining a Billing Rate" section if applicable.
- b) Documenting expenses according to the "Time and Effort Documentation" section. Invoicing only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.

IV. BILLING AND PAYMENT

KSWCD shall submit for approval by the SRWPP an itemized statement with information supporting the work completed. Within thirty (30) days of SRWPP approval of the statement, the fiscal agent shall reimburse KSWCD for the approved amount.

V. AUDIT DISCLOSURE AND RETENTION OF RECORDS

The KSWCD agrees to make available to duly authorized representatives of the SRWPP 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 KSWCD that are pertinent to the KSWCD's provision of services hereunder. The KSWCD 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 KSWCD shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the SRWPP, 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 KSWCD or any entity or person for which the KSWCD is legally responsible.

The SRWPP shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the KSWCD, 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 SRWPP relating to the services to be provided under this Agreement, including but not limited to the negligence of the SRWPP or any entity or person for which the SRWPP is legally responsible.

VII. INSURANCE

The KSWCD 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 KSWCD, 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 KSWCD not specifically provided for herein shall be honored by the SRWPP.

IX. INDEPENDENT CONTRACTOR

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

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the KSWCD 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 SRWPP to terminate this Agreement immediately upon delivery of written notice of termination to the KSWCD.

XI. STATE TAX LAWS

The SRWPP shall not make final payment until the KSWCD 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 KSWCD's employees. The KSWCD will provide the SRWPP with a letter stating the requirements have been met.

XII. SUBCONTRACTING AND ASSIGNMENTS

KSWCD 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 SRWPP and subject to such conditions and provisions as the SRWPP may deem necessary. The KSWCD shall be responsible for the performance of all Subcontractors.

XIII. PAYMENT TO SUBCONTRACTORS

The KSWCD shall comply with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to Subcontractors. The KSWCD shall pay any subcontractor within ten (10) days of KSWCD's receipt of payment from the SRWPP for undisputed services provided by the subcontractor. The KSWCD 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 KSWCD shall pay the actual penalty due to the subcontractor. Any subcontractor who prevails in a civil action to collect interest penalties from the KSWCD 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 SRWPP Comprehensive Policies as adopted by the SRWPP, 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 KSWCD 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 SRWPP, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the KSWCD agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no KSWCD, 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 KSWCD, 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, SRWPP, 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 KSWCD 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 remedies set forth in Minn. Stat. § 13.08 shall also apply to the KSWCD. The KSWCD is not required to provide public data to the public if that same data is available from the SRWPP, 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 KSWCD shall be delivered KSWCD at the address first written above.

Upon early termination by the SRWPP, the KSWCD 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 KSWCD (including the failure of any employee or agent of the KSWCD) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the KSWCD upon receipt of a notice of deficiency and a request for compliance from the SRWPP. In the event of a default by the KSWCD, the SRWPP may cancel this Agreement by sending a written notice of cancellation to

the KSWCD at the address stated above, and may recover from the KSWCD any damages sustained by the SRWPP which may directly or consequently arise out of the breach of this Agreement by the KSWCD.

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 SRWPP and KSWCD 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 or delivered in person.

Notice for KSWCD will be directed to:
Deanna Pomije, District Manager (or successor)
2008 Mahogany St Ste 3, Mora, MN 55051

Notice for the SRWPP will be directed to:
Kurt Beckstrom, SRWPP Chair (or successor)
c/o Kanabec Soil and Water Conservation District
2008 Mahogany St Ste 3
Mora, MN 55051

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.

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

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

**THE KANABEC SOIL AND WATER
CONSERVATION DISTRICT**

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT A
INSURANCE REQUIREMENTS
Professional Services

1. INSURANCE

- 1.1. Kanabec Soil and Water Conservation District (KSWCD) 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 KSWCD, its agents, representatives, employees or Subcontractors.
- 1.2. **Commercial General Liability.** KSWCD 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 Insurance Service Office (ISO) occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent KSWCD, 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. **Snake River Watershed Plan Partnership (SRWPP)**, 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 KSWCD’s work and services performed for the SRWPP. This coverage shall be primary to the Additional Insured.
- 1.2.3. The SRWPP’s insurance will be excess of the KSWCD’s insurance and will not contribute to it. The KSWCD’s coverage will contain no special limitations on the scope of protection afforded to the SRWPP, its agents, officers, directors, and employees.
- 1.2.4. **Waiver of Subrogation.** KSWCD waives all rights against SRWPP 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 KSWCD pursuant to Paragraph 1.1. KSWCD will obtain an endorsement to affect this waiver.
- 1.3. **Workers’ Compensation Insurance.** KSWCD 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 KSWCD is not required by Statute to carry Workers’ Compensation insurance, KSWCD must provide a letter on their letterhead which includes:
- 1.3.1.1. Evidence why the KSWCD is not required to obtain Workers’ Compensation Insurance.

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

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

1.3.2. **Waiver of Subrogation.** KSWCD waives all rights against SRWPP 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 KSWCD. KSWCD will obtain an endorsement to affect this waiver.

1.4. **Other Insurance Provisions**

1.4.1. Prior to the start of this Contract, KSWCD will furnish SRWPP 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. KSWCD will provide certified copies of all insurance policies required within ten days if requested in writing by SRWPP. Failure of SRWPP to demand such certificate or other evidence of full compliance with the insurance requirements or failure of SRWPP to identify deficiency from evidence that is provided shall not be construed as a waiver of KSWCD'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 SRWPP. 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 SRWPP 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, SRWPP does not represent that coverage and limits will necessarily be adequate to protect the KSWCD and such coverage and limits shall not be deemed as a limitation on KSWCD's liability under the indemnities granted to SRWPP in this Contract.

1.4.4. **Cross-Liability coverage.** If KSWCD'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).** SRWPP reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

**MASTER PROJECT AGREEMENT BETWEEN
SNAKE RIVER WATESHED PLAN PARTNERSHIP
AND KANABEC SOIL AND WATER CONSERVATION DISTRICT**

This Master Project Agreement (“**Agreement**”) is made by and between the Snake River Watershed Partnership (“**SRWPP**”), 2008 Mahogany St Ste 3, Mora MN 55051, and the Kanabec Soil and Water Conservation District (“**Partner**”), 2008 Mahogany St Ste 3, Mora MN 55051. The SRWPP and the Partner may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The SRWPP is a joint powers entity established pursuant to a joint power agreement (“**JPA**”) entered into under Minnesota Statutes, section 471.59 as part of the Board of Water and Soil Resources comprehensive watershed management planning program under Minnesota Statutes, section 103B.801.
- B. In furtherance of the goals of the JPA and the comprehensive planning program, the SRWPP has adopted the Snake River Comprehensive Water Management Plan (“**SRWP Plan**”), dated Jan., 25, 2023, (~~“**SRWP Plan**”~~).
- C. The SRWPP intends to facilitate and support the construction or implementation of projects through the local units of government that entered into, and that are members of, the JPA to meet its obligations under the ‘SRWP Plan’.
- D. Rather than enter into full agreements with the members for each project they undertake, the SRWPP and its members determined the better approach is for the SRWPP to enter into a single master project agreement with each member that sets out the terms and conditions under which the SRWPP will provide funding for projects. For each project, the SRWPP and member will then agree on a statement of work (“**Statement of Work**”) that identifies the specifics related to the project, including the funding, and which is carried out in accordance with the terms and conditions of this Agreement.
- E. The Partner is one of the members to the JPA and desires to enter into this Agreement to facilitate the receipt of funding for specific projects under separate statements of work as provided herein.

AGREEMENT

In consideration of the mutual promises and agreement contained herein, the parties hereby agree as follows:

- 1. **PURPOSE.** The purpose of this Agreement is to set out the terms and conditions under which the Partner will undertake specific projects approved and funded, at least in part, by the SRWPP through separate statements of work issued for each project to assist in implementing the SRWP Plan.
- 2. **GRANTS.** The parties agree that funding for individual projects approved by the SRWPP and undertaken by the Partner pursuant to a Statement of Work shall be provided in accordance with this section.

- (a) Individually Authorized. The SRWPP agrees to provide the Partner a grant to fund specific projects mutually agreed upon by the SRWPP and the Partner. The total amount of the grant funds for a project (each, the “**Grant Funds**”) will be set out in a Statement of Work approved by the parties for the particular project (each, the “**Project**”). Nothing in this Agreement obligates the SRWPP to provide funding beyond the amount of grant funds made available to the SRWPP for a Project.
 - (b) Grant Funds. The Grant Funds provided by the SRWPP for a Project shall be provided as a reimbursement of the costs the Partner incurs in carrying out the Project. The SRWPP may retain 10% of the total grant funds until the Partner verifies completion of all Project components, provided all deliverables, and an acceptable operations and maintenance plan for the constructed Project.
 - (c) Distribution. The SRWPP will reimburse the Partner for expenses incurred in the Project up to the total amount of Grant Funds, which is the maximum amount to be provided under the Statement of Work. The SRWPP will review and act on reimbursement requests in accordance with the SRWPP Policies, as they may be amended from time to time. All other costs and expenses incurred by the Partner in completing the work of the Project will be the responsibility of the Partner. Only costs and expenses identified in the Statement of Work as “reimbursable” are eligible for reimbursement by the SRWPP. The SRWPP will not reimburse the Partner for expenses incurred by the Partner that are paid or reimbursed by a grant from another source. There may be delays in payment from waiting for the SRWPP fiscal agent’s Board approval, or if reimbursement requests overlap distribution of funding source dollars. Neither the SRWPP fiscal agent nor the SRWPP shall be liable to the Partner for costs incurred that are not paid by the funding source.
 - (d) Reimbursement Requests. The SRWPP will disburse funds to the Partner based on payment requests submitted by the Partner and approved in accordance with SRWPP Policies. Reimbursement requests may be submitted no more frequently than once each month and must be accompanied by supporting invoices that relate to activities in the approved Project budget. Upon verification of the adequacy of a written disbursement request and consistency with the terms of this Agreement, the SRWPP will disburse the requested amount to the Partner within four weeks after receipt of a written disbursement request.
3. **PROJECT CONSTRUCTION OR IMPLEMENTATION**. The Partner agrees to undertake and construct or implement the Project in accordance with this section.
- (a) Approved Plans. The Partner shall construct or implement the Project in accordance with conservation plans and specifications (collectively, the “**Plans**”) identified in the Statement of Work for the Project. The Plans must remain consistent with those approved as part of the Statement of Work. Any proposed substantial changes to the approved Plans must be preapproved by the SRWPP. A proposed change to the Plans submitted to the SRWPP for approval must include the estimated budget impact resulting from the change.
 - (b) Project Schedule. The Partner will complete the Project by the completion date set out in the Statement of Work, unless the SRWPP approves an extension in writing. Failure to complete the Project by the indicated completion date, or any approved extensions, shall constitute a breach of this Agreement.

- (c) Contractors. If the Partner retains one or more contractors (collectively, the “**Contractor**”) to construct or implement the Project, the Partner will let the contract in accordance with all applicable contracting laws. The Partner agrees to do or comply with all of the following:
- (1) Award the contract and supervise and administer the Contractor’s construction or implementation of the Project to ensure it is completed in accordance with the SRWP Plans, this Agreement, and the Statement of Work;
 - (2) Require the Contractor to provide all payment and performance bonds required by law;
 - (3) Require the Contractor to name the SRWPP as an additional insured on all liability policies required by the Partner and require the SRWPP be given the same notification of cancellation or non-renewal as is given to the Partner;
 - (4) Provide the SRWPP copies of the Contractors’ certificates of insurance upon request;
 - (5) Require the Contractor to defend, indemnify, protect, and hold harmless the SRWPP and the Partner, their agents, officers, and employees, from all claims, actions, costs, and expenses, including reasonable attorneys’ fees, arising from negligent acts, errors or omissions of the Contractor; and
 - (6) Be responsible for supervising the work of the Contractor and ensuring the Project is completed in accordance with the Plans. However, the SRWPP may observe and review the work of the Project until it is completed.
- (d) Site Investigation. If the Project is a construction Project, the Partner shall perform all necessary investigations of the site to determine suitability to construct the Project and to identify any contamination or other conditions that may impact the construction of the Project. The Partner shall not proceed with the Project until all required environmental reviews and remediation of site contamination is completed, or a plan for remediation is approved by the appropriate regulatory agencies.
- (e) Construction or Implementation. All work performed by the Partner and its Contractor in furtherance of this Agreement must be performed in accordance with the Plans approved for the Project. The Partner shall be responsible for administering its contract with the Contractor and for overseeing construction or implementation of the Project.
- (f) Project Maintenance. The Partner is responsible for maintaining the Project once it is completed for the entire lifespan of the Project as described in the Statement of Work. Such responsibilities shall be described in an Operations and Maintenance Plan and formalized by written agreement between the Party and the landowner. Such approved Operations and Maintenance Plan must be provided to, and be acceptable to, the SRWPP. The approved Operations and Maintenance Plan shall be incorporated in and made part of this Agreement by reference.
- (g) Maintenance Inspection. The SRWPP may inspect the Project and its maintenance at all reasonable times to determine the Partner’s on-going compliance with the Operations and Maintenance Plan.

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4. Partner Obligations. In addition to the other obligations imposed by this Agreement, the Partner shall comply with the following with respect to the use of the Grant Funds and construction or implementation of the Project.
- (a) Use of Grant Funds. The Partner shall only use the Grant Funds for the eligible costs of the Project as described in the Statement of Work issued for the Project.
 - (b) Oversight. The Partner shall ensure the Project is designed and overseen by persons with credentials and using specifications as specified in funding source policy, SRWPP policy, and the Plans.
 - (c) Cost Overruns. Unless the overruns were previously approved by the Parties, ~~the~~ Partner agrees that any cost overruns are the sole responsibility of the Partner.
 - (d) Reporting. The Partner shall submit regular progress reports to the SRWPP on the status of the Project as may be further specified in the Statement of Work. The Statement of Work may require a Project close-out meeting with the SRWPP staff prior to the Project completion date or as may otherwise be specified in the Statement of Work.
 - (e) Accounting and Record Keeping. The Partner will keep financial records, including properly executed contracts, invoices, and other documents, sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles.
 - (f) Capital Equipment and Real Property. Grant Funds shall not be used to purchase capital equipment or real property unless expressly authorized in the Statement of Work.
 - (g) Subgrantee Obligations. If any portion of the Grant Funds come from grants provided to the SRWPP, the Partner agrees to comply with the terms and conditions of the associated grant agreement, including performing the duties of the SRWPP under the grant agreement as may be needed given the Partner's role as the entity responsible for constructing or implementing and administering the funded Project. The SRWPP and the Partner agree to work cooperative and in a timely fashion to satisfy the requirements of any such grant agreements.
 - (h) SRWPP Policies. The Partner shall comply with the applicable provisions of the SRWPP Policies adopted by the SRWPP in constructing or implementing the Project.
 - (i) Legal Compliance. The Partner shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its performance under this Agreement and in constructing or implementing a Project pursuant to a Statement of Work. Failure to comply shall constitute a material breach and serves as just cause for the SRWPP to terminate this Agreement immediately upon providing a written notice of termination.

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5. **STATEMENT OF WORK.** No Project will be funded under this Agreement unless the parties first agree to and execute a Statement of Work for the specific Project. Each Statement of Work approved by the parties is incorporated into and made part of this Agreement by reference. A Project authorized by a Statement of Work shall be carried out and funded in accordance with the terms and conditions of this Agreement. Each Statement of Work shall, at a minimum, identify or address each of the following:
- (a) Project name, location, and a general description of the purpose for the Project;
 - (b) A description of how the Project will further the goals of the SRWP Plan;
 - (c) Project Budget, reimbursable costs, and total amount of available Grant Funds;
 - (d) Project phases, schedule, and completion date;
 - (e) Deliverables;
 - (f) Project Plans; and
 - (g) Required Project maintenance period.
6. **TERM.** This Agreement is effective as of the date of the last party to execute it and shall terminate on December 31, 2026, unless terminated earlier as provided herein. This Agreement may be renewed upon the written agreement in the form of an amendment signed by the parties for 3-year terms. The following sections and paragraphs survive termination or expiration of this Agreement: Project Maintenance; Indemnification; Audit; Data Practices Act; and Maintenance Inspection.
7. **EARLY TERMINATION.** The SRWPP may terminate this Agreement for just cause. Just cause includes, but is not necessarily limited to, the SRWPP, in its reasonable discretion, determining the Partner used Grant Funds for any purpose other than in furtherance of the Project or has otherwise breached a material term of this Agreement. The SRWPP shall give the Partner not less 45 days written notice of termination. The termination shall be effective as of the date indicated in the notice, unless the SRWPP determines the Partner has fully cured the breach prior to that date. Upon early termination by the SRWPP, the Partner shall only be entitled to reimbursement for work on the Project satisfactorily performed through the date of termination and shall not be entitled to any other reimbursement payments or damages. This Agreement may be terminated effective immediately upon written notice to Partner if funding at an aggregate level sufficient to fund this Agreement becomes unavailable.
8. **INDEPENDENT CONTRACTOR.** The Partner is in all respects an independent contractor under this Agreement and is solely responsible for the work performed hereunder as well as the means and manner of performance thereof. The SRWPP is not an employer, partner, or co-venturer with the Partner for any purpose, and will have no responsibility or liability for the acts or omissions of the Partner. Nothing herein authorizes the Partner to act as an agent or representative of the SRWPP for any purpose.
9. **COMPLIANCE WITH GRANT POLICIES.** The Partner and the SRWPP shall comply with all applicable funding source policies, and SRWPP comprehensive Policy as may be updated from time to time by the SRWPP Board. If the funding source is the Minnesota Board of Water and Soil Resources, the Partner must comply with the BWSR Grants Administration Manual.

10. **PUBLICITY AND ENDORSEMENT.** Any publicity regarding activities completed under this Agreement must identify the funding source, as required by the funding source policy, and the SRWPP. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Partner individually or jointly with others.
11. **INTELLECTUAL PROPERTY RIGHTS.** The Partner agrees to comply with the intellectual property rights terms of the funding source.
12. **INDEMNITY AND HOLD HARMLESS.**
- (a) The Partner shall indemnify the SRWPP, its board, officers, employees, coordinator, fiscal agent, and other agents against damages, penalties, costs, or expenses, including reasonable attorney's fees, incurred in connection with any alleged violation of any federal, state, or local law or regulation related to the work performed by the Partner hereunder or any part thereof.
 - (b) The Partner agrees to indemnify and hold harmless the SRWPP, its board, officers, employees, coordinator, fiscal agent, and other agents against and from loss, claims, or suits, including costs and reasonable attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the SRWPP or others arising out of a negligent act or omission related to its performance under this Agreement or the construction or implementation of the Project. The Partner shall, in no event, be liable for loss or damage resulting from the negligent acts or omissions of the SRWPP or its representatives or agents.
 - (c) The SRWPP shall indemnify and hold harmless the Partner, its agents, employees, and directors from any damages, penalties, or claims incurred in connection with SRWPP's processing of receipts or funds, payment of monies or any other duties under this Agreement or in connection with a SRWPP grant. The SRWPP shall not be regulated to indemnify or hold the Partner or its agents, employees, or directors against their own negligence.
 - (d) Nothing in this Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to either of them under Minnesota Statutes, chapter 466 or other law, or from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. To the extent a court of competent jurisdiction considers this Agreement to constitute a joint venture or joint enterprise between the parties, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, section 471.59, subdivision 1a.
13. **INSURANCE.** In order to comply with its indemnification and hold harmless obligations under this Agreement, the Partner shall procure and maintain in full force and effect during the term of this Agreement general liability insurance coverage for injuries to persons or damages to property which may arise from or in connection with the construction or implementation of the Project by the Partner, its agents, representatives, employees, or contractors. The Partner shall require the Contractor to maintain commercial general liability

insurance and, if applicable, professional liability insurance in amounts not less than the limits of liability in Minnesota Statutes, section 466.04, commercial auto insurance, and workers' compensation insurance.

14. **SUBCONTRACTING AND ASSIGNMENTS.** The Partner shall be responsible for the performance of any Contractor or subcontractor performing any work or services on the Project contemplated under this Agreement. Any subcontractor working with Partner shall be bound by all terms and conditions of this Agreement and the Statement of Work. The Partner shall not assign its interest in this Agreement without the prior written approval of the SRWPP and subject to such conditions and provisions as the SRWPP may deem necessary.
15. **NONDISCRIMINATION.** In accordance with Minnesota Statutes, section 181.59, the Partner agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
16. **FORCE MAJEURE.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
17. **DISPUTES.** The parties agree to work in good faith to resolve any disputes that may arise related to this Agreement or the construction, implementation, or maintenance of a Project. The parties may mutually agree to mediate any such disputes, but nothing herein shall limit the rights of either party to terminate this Agreement as provided herein or to seek any remedies available to them under law.
18. **DATA PRACTICES.** The parties are subject to the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) ("**Act**") and each are responsible for complying with the Act related to its data created or received related to this Agreement. Notwithstanding Minnesota Statutes, section 13.82, subdivision 24, or any other provision of law, the parties agree that for purposes of the Act and all other statutes and provision of law related to data practices, data management and records retention, each party shall remain the exclusive responsible authority, as defined in Minnesota Statutes, section 13.02, subdivision 16, for its own data management, for responses to data requests and for all aspects of records retention for any and all data in any form that is collected, created, received, maintained or disseminated by a party. This section includes, but is not limited to, all data regardless of its classification as the term government data is defined in Minnesota Statutes, section 13.02, subdivision 7.
19. **AUDIT.** In accordance with Minnesota Statutes, section 16C.05, all books, records, documents, and accounting procedures of the Partner related to the Project are subject to examination by the SRWPP and either the State Auditor or the Legislative Auditor for at least six years after termination of this Agreement.
20. **GOVERNING LAW.** This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United

States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with this Agreement, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

21. **SEVERABILITY.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
22. **CONFLICT OF TERMS AND CONDITIONS.** If there is a conflict in the terms and conditions contained in this Agreement and the SRWPP Policies as adopted by the SRWPP, the terms and conditions contained in this Agreement shall take precedence. If there is a conflict in the provisions of this Agreement and the provisions of a Statement of Work regarding the implementation of a particular Project, the provision in the Statement of Work shall be controlling, but only with respect to that Project.
23. **WAIVER.** The failure of the SRWPP or the Partner to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
24. **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.
25. **ENTIRE AGREEMENT.** This Agreement, including the recitals, each Statement of Work, each Operations and Maintenance Plan, all of which are incorporated in and made part of this Agreement, contains the entire agreement between the parties and 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 SRWPP and the Partner 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.
26. **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.
27. **NOTICES.** Any notices provided under this Agreement shall be given in writing and either sent by mail or delivered in person.

Notice for the Partner will be directed to:
Deanna Pomije, District Manager (or successor)
2008 Mahogany St Ste 3
Mora, MN 55051

Notice for the SRWPP will be directed to:
Kurt Beckstrom, SRWPP Chair (or successor)
c/o Kanabec Soil and Water Conservation District
2008 Mahogany St Ste 3

Mora, MN 55051

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.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date of the last party to execute it.

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

**KANABEC SOIL AND WATER
CONSERVATION DISTRICT**

By: _____

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

STATEMENT OF WORK 2024 – Kanabec Soil & Water Conservation District

TO THE MASTER PROJECT AGREEMENT BETWEEN SNAKE RIVER WATERSHED PLAN PARTNERSHIP AND KANABEC SOIL & WATER CONSERVATION DISTRICT

This Statement of Work is issued and agreed to pursuant to the Master Project Agreement entered into between Snake River Watershed Plan Partnership ("**SRWPP**") and the Kanabec Soil & Water Conservation District ("**Partner**") and is subject to the terms and conditions of the Master Project Agreement. All grant activities associated with Project specified and detailed herein shall be performed in accordance with the Master Project Agreement, SRWPP Partnership Policy, the funding source's grant agreement, BWSR Grant Administration Manual (if BWSR is the funding source), and applicable federal, state, and local laws, rules, regulations, and ordinances.

I. SCOPE OF PROJECT

Partner will carry out certain activities to accomplish the Project as follows:

- A. **Project Name and ID:** Project Development (part Program Coordinator) CY2024-25, **K a n a b e c** SWCD, Within the Plan's priority areas.
- B. **SRWPP Grant Funding Source:** SRWPP WBIF FY24 C24- 0093
- C. **RRWP Plan Goals:** Describe how the Project advances the goals in the SRWPP Snake River Comprehensive Watershed Management Plan (SRCWMP) and grant funding source work plan:

Funding for staff who support project development and coordination. Existing and new watershed staff time to provide technical outreach leading to the development of water quality programs and implementation of projects addressed in this work plan. Staff time includes activities such as, but not limited to: lining up and coordinating projects with landowners, presenting project to boards, initial site visits, field work (surveys, construction), preliminary conservation planning, forest stewardship planning, permitting coordination, designing (planting or erosion control plans), follow-up as needed and calculating estimated pollution reduction numbers. Focus is for project development includes but is not limited to wetland restorations, forestry (includes outreach), conservation easements, structural and non-structural BMPs.

This work is identified in both the SRCWMP and FY24 WBIF grant work plan (Exhibit A). We will serve the watershed by fulfilling tasks identified within section 5.1.4. Technical Assistance to Residents of the SRCWMP 2023-24 (attached hereto as Exhibit B and as may be updated from time to time by the SRWPP provided such changes in scope of work are agreeable to the Kanabec SWCD).

The Snake River Comprehensive Watershed Management Plan prioritizes staff Project Development as critical work for the adoption and installation of conservation practices and to aid in building the pipeline of projects for installation. It also supports the other conservation project types that are priorities.

D. **Project Timeline:** Project must be completed between the date of execution of this agreement and December 31, 2025. Expenses incurred outside of these dates are not eligible for reimbursement.

E. **Grant Funding Source Work Plan Activity:** Project Development

Activities must be completed in a manner consistent with the Grant Work Plan (exhibit A) and align with the Snake River Comprehensive Watershed Management Plan's Technical Assistance to Residents (sec. 5.1.4. on p. 5-6), attached hereto as exhibit B.

1. Activity Deliverables:

- WBIF grant activity type: Project Development. (part Program Coordination)
- Conservation practice: NA
- Priority benefitting waterbody: Multiple
- Project deliverables and description: Collectively with Kanabec SWCD staff complete approx. 780 hrs./ yr. on tasks in section 5.1.4 Technical Assistance to Residents of the SRCWMP Plan 2023, page 5-6, exhibit B below.
- Timeline: Complete tasks by Dec. 31, 2025
- Landowner name (if applicable): NA
- Pollutant reductions (if applicable): NA
- Project effective life for which the Partner will be responsible for operations & maintenance of the Project: NA
- Activity location map, if applicable: Within the Plans priority areas to be served by this project.
- Activity photos, if applicable: NA

2. Staff Involvement and Roles:

vacant. Program Coordinator (or successor). Kanabec SWCD. has primary responsibility for oversight and administration of the above grant activities.

other Kanabec SWCD staff (or successor) will provide project development and outreach/education to implement the Project.

II. ALLOCATION OF GRANT FUNDS

Partner will be reimbursed in an amount not to exceed \$10,000 of costs incurred in delivering the Project.

Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:

- a) Invoicing the Snake Partnership's Fiscal Agent at hourly rates allowable in the "Determining a Billing Rate" section if applicable.
- b) Documenting expenses according to the "Time and Effort Documentation" section. Invoicing only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.

III. COMMITMENT OF GRANT MATCHING FUNDS

Partner will contribute at least \$0 of non-state match to the Activity's grant funding source.

IV. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Statement of Work the day and year signed below.

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

**Kanabec Soil & Water Conservation
District**

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**Exhibit A: Snake River Watershed Plan Partnership Grant Work
Plan 2024-25** (ver. 11/17/23) Next Page...



Grant Work Plan

Watershed Based Implementation 2024

Grant Title: Snake River Watershed Plan Partnership WBIF FY24

Grant Award (\$): \$1,024,471.00

Grant Execution Date:

Grant ID: C24-0093

Required Match (%): 10

Grant End Date: 12/31/2026

Grantee: Snake River Watershed Plan Partnership

Required Match (\$): \$102,447.10

Fiscal Agent: Pine County

Grant Day-to-Day Contact: Deanna Pomije

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$1,024,471.00	\$0.00	\$1,024,471.00
Match Funds	\$102,447.10	\$0.00	\$102,447.10
Other Funds	\$0.00	\$0.00	\$0.00
Total	\$1,126,918.10	\$0.00	\$1,126,918.10

*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Budget Details

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
Administration / Coordination	Administration/Coordination	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$145,000.00		\$145,000.00	N
Agricultural Practices	Agricultural Practices	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$80,131.40		\$80,131.40	N
Federal Match	Agricultural Practices	Federal Funds	federal match on BMP projects	\$48,851.21		\$48,851.21	Y

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
Agricultural Practices	Agricultural Practices	Landowner Fund	landowner match on BMPs	\$13,000.00		\$13,000.00	Y
Education / Information	Education/Information	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$98,666.00		\$98,666.00	N
Forestry Practices	Forestry Practices	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$38,286.60		\$38,286.60	N
Forestry Practices	Forestry Practices	Landowner Fund	landowner match on BMPs	\$5,100.00		\$5,100.00	Y
Groundwater	Groundwater	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$1,740.30		\$1,740.30	N
Groundwater	Groundwater	Landowner Fund	landowner match on BMPs	\$100.00		\$100.00	Y
Livestock Waste Management	Livestock Waste Management	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$30,701.50		\$30,701.50	N
Livestock Waste Management	Livestock Waste Management	Landowner Fund	landowner match on BMPs	\$2,000.00		\$2,000.00	Y
Non-Structural Management Practices	Non-Structural Management Practices	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$20,883.60		\$20,883.60	N
Planning and Assessments (SWA)	Planning and Assessment	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$104,418.00		\$104,418.00	N
Project Development	Project Development	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$194,466.00		\$194,466.00	N
Streambank or Shoreline Protection	Streambank or Shoreline Protection	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$167,395.40		\$167,395.40	N
Streambank or Shoreline Protection	Streambank or Shoreline Protection	Landowner Fund	landowner match on BMPs	\$31,000.00		\$31,000.00	Y
Subsurface Sewage	Subsurface Sewage Treatment	Current State Grant	Snake River Watershed Plan Partnership	\$70,158.30		\$70,158.30	N

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
Treatment System (SSTS)	Systems		WBIF FY24				
Technical / Engineering Assistance	Technical/Engineering Assistance	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$50,000.00		\$50,000.00	N
Urban Stormwater Practices	Urban Stormwater Management Practices	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$5,220.90		\$5,220.90	N
Urban Stormwater Practices	Urban Stormwater Management Practices	Landowner Fund	landowner match on BMPs	\$395.00		\$395.00	Y
Wetland Restoration / Creation	Wetland Restoration/Creation	Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$17,403.00		\$17,403.00	N
Wetland Restoration / Creation	Wetland Restoration/Creation	Landowner Fund	landowner match on BMPs	\$2,000.89		\$2,000.89	Y

Indicator Summary

<i>Indicator Category</i>	<i>Proposed Indicator</i>	<i>Total Value</i>	<i>Unit</i>
Pollution Prevention	Prevention	3	Count
Pollution Prevention	Prevention	100	Count
Pollution Prevention	Prevention	3	Count
Stormwater Management	Volume Reduced (Acre-Feet/Year)	1	Acre-Feet/Yr
Stormwater Management	Prevention	2	
MinnFARM	Phosphorus Feedlot (Est. Reduction)	1	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	100	Tons/Yr
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	40	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	70	Tons/Yr

<i>Indicator Category</i>	<i>Final Indicator</i>	<i>Total Value</i>	<i>Unit</i>
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Grant Activities

Activity Name: Administration / Coordination

Activity Category: Administration/Coordination

Staff time?: No

Description: Funding for local staff time for grant / plan administration and other operational expenses.

Staff time included for, but not limited to: time tracking, fiscal and grant management, tracking and reporting grant and plan progress, work plan development, and land owner / LGU contract management, meeting coordination.

Operational expenses include but are not limited to: insurance, attorney and audit fees.

SRCWMP Reference: Chapter 5

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$145,000.00		\$145,000.00		N

Activity Name: Agricultural Practices

Activity Category: Agricultural Practices

Staff time?: No

Description: Provide cost share for implementing structural agricultural BMP's (including but not limited to: prescribed grazing component practices and erosion control practices).

SRCWMP Ref.: p. 3-8, SWQual-9

Targeting SWQual-9, fig.3-1, p.3-4

Initial focus will be on the HUC 12 areas of Tier 1 priority lakes and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$80,131.40		\$80,131.40		N
Landowner Fund	landowner match on BMPs	\$13,000.00		\$13,000.00		Y

Activity Name: Education / Information

Activity Category: Education/Information

Staff time?: No

Description: Outreach will focus on priorities addressed in the WBIF biennial work plan.

Funding for staff who support education and outreach, but not limited to: Activities around public participation, education and engagement, equipment, demonstrations, workshops and other activities or materials necessary for the implementation of water quality practices and programs consistent with the purposes of these funds.

Outreach/ educational materials developed may include but is not limited to: news articles/releases, fact sheets, field trips, field days, tours, demonstrations, flyers, brochures, door hangers, website communication maintenance, presentations and workshops.

SRCWMP Ref.: Chapters 3, 5 and 6.

Targeting areas for outreach will vary based on each Plan's action item priority areas.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$98,666.00		\$98,666.00		N

Activity Name: Federal Match

Activity Category: Agricultural Practices

Staff time?: No

Description: Federal match on BMP projects meeting objectives within our comprehensive watershed plan.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Federal Funds	federal match on BMP projects	\$48,851.21		\$48,851.21		Y

Activity Name: Forestry Practices

Activity Category: Forestry Practices **Staff time?:** No

Description: Provide cost share for implementing forestry BMPs (including but not limited to: forest stand improvement, tree planting and forest stewardship plans).

SRCWMP Ref.: p. 3-16, LC-1, LC-2

Initial focus targeting LC-1 & LC-2, in fig.3-7, p.3-13, 3 - Conservation Opportunity Areas (COA) and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$38,286.60		\$38,286.60		N
Landowner Fund	landowner match on BMPs	\$5,100.00		\$5,100.00		Y

Activity Name: Groundwater

Activity Category: Groundwater **Staff time?:** No

Description: Provide cost share for implementing groundwater BMPs (including but not limited to: well sealing practices).

SRCWMP Ref.: p. 3-25, GW-4

Initial focus targeting GW-4 in fig. 3-11, p.3-24, HUC 12 areas and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$1,740.30		\$1,740.30		N
Landowner Fund	landowner match on BMPs	\$100.00		\$100.00		Y

Activity Name: Livestock Waste Management

Activity Category: Livestock Waste Management

Staff time?: No

Description: Provide cost share for implementing structural livestock waste management BMPs (including but not limited to: livestock exclusions, feedlot runoff improvements, manure storage and manure pit closures).

SRCWMP Ref.: p. 3-10, SWQual-27

Initial focus will be targeting SWQual-27, fig. 3-4, p.3-7, HUC 12 areas draining to priority rivers for e-coli reductions and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$30,701.50		\$30,701.50		N
Landowner Fund	landowner match on BMPs	\$2,000.00		\$2,000.00		Y

Activity Name: Non-Structural Management Practices

Activity Category: Non-Structural Management Practices

Staff time?: No

Description: Cost share will be provided to implement non-structural agricultural best management practices (including but not limited to: tillage and residue management, cover crops, nutrient management, prescribed grazing and conversion to perennial crops).

NRCS or other BWSR approved standards will be followed for all practices installed.

Local staff with Board support will establish cost share rates and policies which will be sent to BWSR for review.

SRCWMP Ref.: p. 3-9, Table 3.3, SWQual-11, SWQual-22; p. 3-31, table 3-11, E-6

Initial targeting will be SWQual-11 in tier 1 priority lakes: Ann & Fish Lakes, tier 2 priority lakes: Knife & Quamba Lakes; SWQual-22 in the Ann River, Groundhouse River, Upper Mud Creek, HUC 12 areas; E-6 in fig. 3-13, p.3-30 areas and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$20,883.60		\$20,883.60		N

Activity Name: Planning and Assessments (SWA)

Activity Category: Planning and Assessment

Staff time?: No

Description: Funding will first focus on the 3 of the 6 action items identified in the Plan; SWQual-1, 8, 21. Prioritized of assessments will be determined through watershed staff discussions. Studies to be completed by existing staff members or qualified consultants. Initial funding will be targeted to: an update to the Ann Lake feasibility study (SWQual-1), sub-watershed assessments for Pokegama Lake (SWQual-8), priority streams/rivers (SWQual-21) and culvert inventories (H-8).

SRCWMP Ref.: Tables 3-3 and 3-13

Secondarily, planning and assessments related to additional implementation actions and/or priority waterbodies In Chapter 3 of the SRCWMP may be pursued if funding allows.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$104,418.00		\$104,418.00		N

Activity Name: Project Development

Activity Category: Project Development

Staff time?: No

Description: Funding for staff who support project development and coordination. Existing and new watershed staff time to provide technical outreach leading to the development of water quality programs and implementation of projects addressed in this work plan. Staff time includes activities such as, but not limited to: lining up and coordinating projects with landowners, presenting project to boards, initial site visits, field work (surveys, construction), preliminary conservation planning, forest stewardship planning, permitting coordination, designing (planting or erosion control plans), follow-up as needed and calculating estimated pollution reduction numbers.

Focus is for project development includes but is not limited to wetland restorations, forestry (includes outreach), conservation easements, structural and non-structural BMPs, and coordination and facilitation of new or updated ordinances.

Targeted areas for staff time in project development will vary based on the Plan's action item in development.

SRCWMP Ref.: Chapters 3 and 6

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$194,466.00		\$194,466.00		N

Activity Name: Streambank or Shoreline Protection

Activity Category: Streambank or Shoreline Protection

Staff time?: No

Description: Provide cost share for implementing shoreland or streambank BMPs (including but not limited to: shoreland restoration (erosion control, rock rip-rap). NRCS or other BWSR approved standards will be followed for all practices installed. Local staff with Board support will establish cost share rates and policies which will be sent to BWSR for review.

SRCWMP Ref. (structural): p. 3-10, Table 3.3, SWQual-24; p. 3-31, table 3-11, E-2

Initial focus targeting SWQual-24 in fig. 3-3, p.3-6 priority streams HUC12 areas; E-2 in fig.3-12, p.3-29 HUC 12 areas and then secondarily into additional priority areas of the SRCWMP as needed.

SRCWMP Ref.(non-structural): p. 3-8, Table 3.3, SWQual-6; p. 3-16, LC-8; p. 3-21, SWQuan-8; p. 3-36, table 3-13, H-14, H-17

Initial focus targeting SWQual-6 in fig.3-1, p.3-4 priority lakes HUC 12 areas; LC-8 in fig.3-8, p. 3-14 urban priority HUC 12 areas; SWQuan-8 in fig.3-10, p.3-20 priority HUC 12 areas; H-14 in fig.3-14, p. 3-33, priority streams HUC 12 areas; H-17 in fig. 3-15, p.3-34, the lower Snake COA and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$167,395.40		\$167,395.40		N
Landowner Fund	landowner match on BMPs	\$31,000.00		\$31,000.00		Y

Activity Name: Subsurface Sewage Treatment System (SSTS)

Activity Category: Subsurface Sewage Treatment Systems

Staff time?: No

Description: Provide cost share for upgrading or new Subsurface Sewage Treatment System (SSTS) based on BWSR policies for funding SSTS practices.

SRCWMP Ref.: p. 3-10, SWQual-26; p. 3-26, GW-9

Initial focus targeting SWQual-26 in fig. 3-4, p. 3-7, HUC 12 areas of priority streams and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$70,158.30		\$70,158.30		N

Activity Name: Technical / Engineering Assistance

Activity Category: Technical/Engineering Assistance

Staff time?: No

Description: Activity will include technical site visits, site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, on-site installation oversight and inspection, and completion of project's as-built details.

Funds may be used pay local SWCD or to contract with a third-party consultant or LGU engineer for technical/engineering assistance. Technical credential information for staff is available upon request from each partner organization's office.

Design standards and operation and maintenance will follow grant program requirements.

Targeted areas for engineering assistance will vary based on the Plan's priority area action item being designed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$50,000.00		\$50,000.00		N

Activity Name: Urban Stormwater Practices

Activity Category: Urban Stormwater Management Practices

Staff time?: No

Description: Provide cost share for implementing structural urban BMPs (including but not limited to: rain gardens, water storage and filtration practices).

SRCWMP Ref.: p. 3-9, SWQual-13

Initial targeting SWQual-13 in tier 1 priority lakes (Cross & Pokegama) HUC 12 areas and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$5,220.90		\$5,220.90		N
Landowner Fund	landowner match on BMPs	\$395.00		\$395.00		Y

Activity Name: Wetland Restoration / Creation

Activity Category: Wetland Restoration/Creation

Staff time?: No

Description: Provide cost share for implementing wetland and water storage BMPs with water quality benefits.

SRCWMP Ref.: p. 3-9, SWQual-15; p. 3-21, SWQuan-5, SWQuan-6

Initial focus targeting SWQuan-5 & SWQuan-6 in fig.3-10, p. 3-20, HUC 12 areas; SWQual-15 in fig..3-1, p.3-4, priority lakes HUC 12 areas and then secondarily into additional priority areas of the SRCWMP as needed.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Snake River Watershed Plan Partnership WBIF FY24	\$17,403.00		\$17,403.00		N
Landowner Fund	landowner match on BMPs	\$2,000.89		\$2,000.89		Y

EXHIBIT B:

SECTION 5.1.4

SNAKE RIVER COMPREHENSIVE WATERSHED MANAGEMENT PLAN

Technical Assistance to Residents

SWCDs and counties offer technical assistance to landowners in addition to financial assistance. SWCDs and counties rely on local funding to hire staff that can provide technical assistance on a case-by-case basis.

Some examples of technical assistance currently offered include:

- Advice for feedlot improvements and manure management plans, in partnership with NRCS.
- Advice for planting vegetation and other erosion control techniques for shorelines, riparian areas, and other areas at water's edge. They also give advice for decisions like changing one's building setback zone in the shoreland impact zone or any clearing, cutting, planting, grading, or filling taking place there.
- Advice for producers that includes, but is not limited to, seed sampling, Pesticide Applicator License Exam, plant science and management, and noxious weeds that may be harmful or injurious to ecosystems, livestock, and humans.
- Advice for installation of rain gardens and barrels.
- Advice for forested landowners from a forester on how to control for terrestrial invasive species.
- Write Forest Stewardship Plans and assist with enrollment in SFIA
- Advice for landowners interested in planning to develop property.
- Advice on how to plan with climate resiliency in mind

These examples of technical assistance offered throughout the watershed all contribute to goals in Surface Water Quality; Drinking Water & Groundwater; Erosion, Soil Health, & Soil Loss; Land Cover & Use; Surface Water Quantity; Habitat and Extreme Weather.

To carry out these types of assistance, a variety of county designated or SWCD's staff are available, such as agricultural inspectors and water resources technicians. State staff, such as the DNR's hydrologists and TSA Environmental Engineers, also assist in counselling landowners and residents on erosion control and other issues. Hiring more staff or increasing staff time is likely to increase access to technical assistance across the watershed along with directly benefiting residents living in the priority areas targeted by goals in the above issue areas.

STATEMENT OF WORK 2024 – Kanabec Soil & Water Conservation District

TO THE MASTER PROJECT AGREEMENT BETWEEN SNAKE RIVER WATERSHED PLAN PARTNERSHIP AND KANABEC SOIL & WATER CONSERVATION DISTRICT

This Statement of Work is issued and agreed to pursuant to the Master Project Agreement entered into between Snake River Watershed Plan Partnership ("**SRWPP**") and the Kanabec Soil & Water Conservation District ("**Partner**") and is subject to the terms and conditions of the Master Project Agreement. All grant activities associated with Project specified and detailed herein shall be performed in accordance with the Master Project Agreement, SRWPP Partnership Policy, the funding source's grant agreement, BWSR Grant Administration Manual (if BWSR is the funding source), and applicable federal, state, and local laws, rules, regulations, and ordinances.

I. SCOPE OF PROJECT

Partner will carry out certain activities to accomplish the Project as follows:

A. **Project Name and ID:** Watershed Wide & within the Plan's priority areas, Kanabec SWCD, Outreach / Education (part Program Coordinator) CY2024-25

B. **SRWPP Grant Funding Source:** SRWPP WBIF FY24 C24- 0093

C. **RRWP Plan Goals:** Describe how the Project advances the goals in the SRWPP Snake River Comprehensive Watershed Management Plan (SRCWMP) and grant funding source work plan:

This funding request is for outreach / education - raising awareness and promoting the understanding and implementation of conservation practices that benefit other Plan goals. This work is identified in both the SRCWMP and FY24 WBIF grant work plan. We will serve the watershed by fulfilling tasks identified within section 5.2 of the SRCWMP Outreach Plan 2023-24 (attached hereto as Exhibit B and as may be updated from time to time by the SRWPP provided such changes in scope of work are agreeable to the Kanabec SWCD).

The Snake River Comprehensive Watershed Management Plan prioritizes Outreach / Education and engagement as critical work for the adoption and installation of conservation practices and to aid in building the pipeline of projects for installation. It also supports the other conservation project types that are priorities.

D. **Project Timeline:** Project must be completed between the date of execution of this agreement and December 31, 2025. Expenses incurred outside of these dates are not eligible for reimbursement.

E. **Grant Funding Source Work Plan Activity:** Outreach / Education

Activities must be completed in a manner consistent with the Grant Work Plan (exhibit A) and align with the Snake River Comprehensive Watershed Management Plan's outreach values (sec. 5.2.1. on p. 5-8), attached hereto as exhibit B.

1. Activity Deliverables:

- WBIF grant activity type: Outreach. (part Program Coordination)
- Conservation practice: NA
- Priority benefitting waterbody: Multiple
- Project deliverables and description: Collectively with Kanabec SWCD staff complete approx. 738 hrs./ yr. or 60 contact hours of outreach (Plan goal) on tasks in section 5.2 Public Participation and Engagement of the SRCWMP Plan 2023, page 5-7, exhibit B below.
- Timeline: Complete tasks by Dec. 31, 2025
- Landowner name (if applicable): NA
- Pollutant reductions (if applicable): NA
- Project effective life for which the Partner will be responsible for operations & maintenance of the Project: NA
- Activity location map, if applicable: Entire Snake Watershed to be served by this project.
- Activity photos, if applicable: NA

2. Staff Involvement and Roles:

vacant. Program Coordinator (or successor), Kanabec SWCD, has primary responsibility for oversight and administration of the above grant activities.

other Kanabec SWCD staff (or successor) will provide project development and outreach/education to implement the Project.

II. ALLOCATION OF GRANT FUNDS

Partner will be reimbursed in an amount not to exceed **\$83,666** of costs incurred in delivering the Project.

Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:

- a) Invoicing the Snake Partnership's Fiscal Agent at hourly rates allowable in the "Determining a Billing Rate" section if applicable.
- b) Documenting expenses according to the "Time and Effort Documentation" section. Invoicing only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.

III. COMMITMENT OF GRANT MATCHING FUNDS

Partner will contribute at least **\$0** of non-state match to the Activity's grant funding source.

IV. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Statement of Work the day and year signed below.

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

**Kanabec Soil & Water Conservation
District**

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**Exhibit A: Snake River Watershed Plan Partnership Grant Work
Plan 2024-25 (ver. 11/17/23) next page...**

EXHIBIT B:

SECTION 5.2

SNAKE RIVER COMPREHENSIVE WATERSHED MANAGEMENT PLAN

PUBLIC PARTICIPATION & ENGAGEMENT

Throughout the planning process, the Partnership and the public who contributed their input noted the importance of public engagement. In fact, in the prioritization of issue statements, it was noted that successful outcomes would be incumbent on success in building relationships and partnering with the public. Targeted outreach and engagement must take place to meet plan goals, especially where priority areas for implementation have been identified.

To that end, incentive programs, financial assistance, and technical assistance are necessary but not sufficient to motivate and energize landowners and residents to pursue behavioral change and adopt new conservation practices. Effective implementation of this Plan also requires government staff guiding and empowering residents and landowners to adopt new conservation practices or maintain these practices in the face of real financial and technical risks and challenges. Local government units and state agencies play important roles in communicating why new conservation practices ought to be adopted, training people to have the skills to carry out those practices, lowering financial and technical barriers that prevent people from implementing practices, and increasing confidence that they can be successful. Feeling intimidated, or as if one is on their own, can keep many people from starting or persisting until a practice is successful and without financial risk. That is why it is so important for County, SWCD, or other LGU staff to reach out to, connect, and build trust with residents and landowners to keep them motivated and supported through the process of experimenting on what works for their land. Residents and landowners, in turn, contribute to state and local government partners' successes by sharing input on how to improve current projects and programs in this Plan. Highly invested residents and landowners may also spread the word on a project and program to people they associate with, and this is a great benefit to government staff who are at capacity and may not be optimal in reaching everyone who is interested. Therefore, public participation and engagement lead to symbiotic and positive relationships between governments, private businesses (such as farms), and residents or landowners.

Ten Core Outreach Values

Through specific conversations on outreach ideas, the Steering Committee developed a summary list of Ten Core Outreach Values. The Partnership will strive to implement these core values:

1. Promote Do It Yourself projects, providing reference materials to landowners to proceed
2. Peer to peer learning
3. Strike a balance between outreach and technical project development
4. Inclusivity in outreach/project participation
5. Outreach prioritized and targeted
6. Relationship building
7. Work with partners (e.g., MAWQCP, lake associations, farmer groups, NRCS, etc.)
8. Evaluate efficacy of outreach and adapt as appropriate
9. Value one-on-one, meaningful conversations with landowners
10. Promote active participation – We all have a role to play to ensure we have clean water in the Snake River Watershed.

Through our outreach work the partnership will make a concerted effort to include and outreach to those individuals and/or groups that are normally not represented in our work.

Current and Future Public Participation and Engagement Actions

Within the Snake River Watershed counties, SWCDs, and state agencies already carry out effective public participation and engagement actions. Building from the strong existing public participation and engagement programs will help LGUs further reach out to, communicate with, and build positive relationships with the public to carry out this Plan. Many of these outreach activities that will continue, as well as new outreach actions are included here:

- Pine County and Kanabec County host soil health workshops which practices strip tilling along with cattle grazing that benefits soil.
- Kanabec SWCD offers nitrate testing for private wells annually at the County Fair and during a spring open house at their office. Aitkin County's Rivers & Lakes Fair features presentations on wildlife and water quality issues that appeal to persons of all ages.
- Pine County and Kanabec County support the community partners and stewards through collaborations with the Coalition of Lake Associations (COLA), which carries out a wide variety of activities including education on aquatic invasive species, in-lake vegetation management, and shoreline protection.
- Pokegama Lake Association organizes the Pokegama Water Fair in Pine City for the surrounding schools' fifth graders, providing education on a variety of environmental topics.
- Kanabec County carried out a "Shallow Lakes Workshop" in 2017 that provided education on realistic water expectations for shallow lakes.
- Kanabec County, Mille Lacs County, Pine County, and Aitkin County use a wide variety of mediums—such as social media, fact sheets, and videos—to share information on water quality, invasive species, and wildlife topics with residents.
- Do It Yourself Project Workshops
- Priority Lake education on lake management
- Peer to Peer Learning Opportunities
- Development of a Farmer Led Council
- Annual Watershed-Wide Stakeholder meetings to provide updates on the Plan's Progress (encourage diverse landowners to cross communicate at these events)
- Contractor/Developer Workshops promoting conservation BMPs

Besides watershed-wide staff, additional financial and technical support would be required for the Partners to carry out the public participation and engagement actions within their own jurisdictions. Local staff provided estimates for financial and technical support for public participation and engagement actions in the Plan.

The Partnership developed participation and engagement actions associated with all seven issue areas of the Plan (See Section 3.0). Many of the public participation and engagement actions take place across county lines and some require watershed-wide collaboration, which will require additional financial and technical support for LGUs, state agencies, and others in the Partnership. To meet this need, the Partnership identified a desire to build in funding for a watershed-wide staff person to assist in conducting outreach to meet Plan goals. The duties of this position are to coordinate the Plan's activities (i.e., project coordination) across the watershed with our various local governmental partners, state agencies and other conservation partners such as NRCS and TNC, to name a few. They would also be responsible for providing updates on the Plan's progress to all partners and especially the various partnership committee members. The coordinator position may also lead our outreach activities in an effective manner to continually funnel interested parties to technical staff for conservation project development. This outreach work may include our various partners such as: the lake associations in the watershed, various agriculture groups such as Cattleman's Associations and the Farm Bureau and municipalities and townships within the watershed.