



# Joint Powers Entity

## Board Meeting Agenda Packet

Date / Time:	May 1, 2025 11:00pm – 1:00pm
Location:	In-Person: Sherburne History Center – 10775 27 <sup>th</sup> Ave SE, Becker MN 55308 Remote option* through Microsoft Teams Calendar link: <a href="#">Join the meeting now</a> <i>*Voting members participating remotely must post position in accordance with Open Meeting Law</i>
Officers:	Chair: Tina Diedrick    Vice Chair: Scott Johnson
Note Taker:	Griffen Northrop
Website:	<a href="https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/">https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/</a>
Committee Representatives Invited:	Benton County – Scott Johnson, Benton SWCD – Wade Bastian, Meeker County – Steve Schmitt, Meeker SWCD – Bob Schiefelbein, Mille Lacs SWCD – Dan Campbell, Sherburne County – Andrew Hulse, Sherburne SWCD – Shelly Binsfeld, Stearns County – Tarryl Clark, Stearns SWCD – Tom Gregory, Wright County – Tina Diedrick, Wright SWCD – Chris Uecker
Individuals Copied:	Board Alternate Members Implementation Planning Committee Members and Alternates BWSR staff – Zach Guttormson & Brad Wozney City of St. Cloud staff – Noah Czech

### Meeting Preparatory Work

- Review Organizational Budget
- Review MCIT Exposure Survey
- Review MRSCWE Grant Program Policies and Procedures

### Meeting Objectives

- Approve Organizational Budget, MCIT coverage and bank account establishment.
- Discuss Policy options for deed restrictions and failed projects.
- Consider approval of MRSCWE Grant Program Policies and Procedures.

### Supplemental Items

- [MRSC Watershed Boundary \(page 68\)](#) – Watershed boundary map which may be a useful reference.
- [Policy Committee Meeting Norms and Guidelines \(page 69\)](#) – Best practices for JPE Board meetings.



# Joint Powers Entity

## Board Meeting Agenda Packet

Meeting Agenda				
Item	Page	Time	Topic	Task
1		11:00	Welcome and Introductions ( <i>Chair</i> )	INFO
2	2	11:05	Review and approve agenda ( <i>Chair</i> )	ACTION
3	3-8	11:07	Review and approve 04-03-2024 meeting minutes ( <i>Chair</i> )	ACTION
4	9	11:10	General Updates <ul style="list-style-type: none"> <li>• Timeline and activities (<i>Cibulka</i>)</li> <li>• Bylaws (<i>Cibulka</i>)</li> </ul>	INFORMATION
5	10-11	11:20	Organizational Budget <ul style="list-style-type: none"> <li>• Review Organizational Budget (<i>Weimann</i>)</li> <li>• Consider approval of the Organizational Budget (<i>Chair</i>)</li> </ul>	ACTION
6	12-20	11:30	MCIT Exposure Survey and Coverage <ul style="list-style-type: none"> <li>• Review and discuss MCIT Exposure Survey (<i>Weimann</i>)</li> <li>• Consider approval of MCIT coverage (<i>Chair</i>)</li> </ul>	ACTION
7	21-22	11:40	Financial Account Establishment <ul style="list-style-type: none"> <li>• Consider a resolution to establish financial accounts (<i>Chair</i>)</li> </ul>	ACTION
8	23	11:45	Grant Program Policies Discussion <ul style="list-style-type: none"> <li>• Deed restriction policy (<i>Cibulka</i>)</li> <li>• Failed project eligibility policy (<i>Cibulka</i>)</li> </ul>	INFORMATION / DISCUSSION
9	24-52	12:15	MRSCWE Grant Program Policies and Procedures <ul style="list-style-type: none"> <li>• Review and discuss draft document (<i>Hatzenbihler / Cibulka</i>)</li> <li>• Consider approval of the MRSCWE Grant Program Policies and Procedures document (<i>Chair</i>)</li> </ul>	ACTION
10	53-67	12:40	Subcontract Agreement and Statement of Work Template <ul style="list-style-type: none"> <li>• Contracting process presentation (<i>Hatzenbihler / Cibulka</i>)</li> <li>• Discussion of preferences for local attorney review (<i>Cibulka</i>)</li> </ul>	INFORMATION / DISCUSSION
11		1:00	Adjourn	ACTION



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #3: April 3, 2025 JPE Board Minutes

**REQUEST FOR ACTION:** Consider a motion to “approve the MRSCWE Joint Powers Board’s April 3<sup>rd</sup>, 2025 meeting minutes”.



# Joint Powers Entity

## Board Meeting Minutes

Proceedings of the Mississippi River St. Cloud Watershed Entity Joint Powers Board held on April 3, 2025. Watershed Coordinator Dan Cibulka called the meeting to order at 11:00am

Date / Time:	April 3, 2025 11:00am – 1:00pm
Location:	Sherburne History Center – 10775 27 <sup>th</sup> Ave SE, Becker MN 55308 Remote option available through Microsoft Teams
Officers:	Chair: Tina Diedrick, Vice Chair: Scott Johnson (Benton County)
Note Taker:	Griffen Northrop
1w1p Website:	<a href="https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/">https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/</a>
Voting Representatives Present:	Benton County – Scott Johnson, Benton SWCD – Wade Bastian, Meeker SWCD – Bob Schiefelbein, Mille Lacs SWCD – Dan Campbell*, Sherburne County – Andrew Hulse, Sherburne SWCD – Shelly Binsfeld, Stearns County – Tarryl Clark, Stearns SWCD – Arlyn Lawrenz, Wright County – Tina Diedrick
Voting Representatives Absent:	Stearns SWCD – Tom Gregory, Wright SWCD – Chris Uecker, Meeker County – Steve Schmitt
Alternate Representatives Present:	Meeker County – Darren Sombke
Partners and Staff Present:	Benton SWCD – Emily Forbord Mille Lacs SWCD - Susan Shaw* Sherburne SWCD – Dan Cibulka, Francine Larson*, Miranda Wagner* Stearns County – Becky Schlorf*, Angela Beckman* Stearns SWCD – Stephanie Hatzenbihler Wright SWCD – Alicia O’Hare* BWSR – Zach Guttormson

\*Indicates virtual attendance

### Agenda Item #1: Welcome and Introductions

1. Name and LGU shared by attendees. Northrop recorded attendance.

### Agenda Item #2: Review and Approve Agenda

1. **Approve Meeting agenda.**
  - a. **Motion by Lawrenz** to approve meeting agenda; **second by Bastian.**
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark, Campbell. Opposed: None. Motion carried.

### Agenda Item #3: Elect Office Positions

1. **Nomination for Chair** - Cibulka invited nominations for Chair.
  - a. **Motion by Binsfeld** to nominate Diedrick for Chair, Diedrick accepted the nomination; No other nominations. Nominations closed.
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark, Campbell. Opposed: None. Motion carried.
2. **Nomination for Vice Chair** - Diedrick invited nominations for Vice Chair.
  - a. **Motion by Clark** to nominate Bastian for Vice Chair. Bastian decline the nomination. Motion by Clark to nominate Johnson for Vice Chair, Johnson accepted the nomination; No other nominations. Nominations closed.
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark, Campbell. Opposed: None. Motion carried.

### Agenda Item #4: Review and Approve December 5, 2024 Iwlp Policy Committee Meeting Minutes

1. Discussion:
  - a. Small grammatical and stylistic errors were discussed from the previous meeting in December. Corrections were made to December minutes by Cibulka.
2. **Approve meeting minutes with edits** proposed by Johnson.
  - a. **Motion by Diedrick** to approve meeting minutes as presented; **second by Hulse.**
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark, Campbell. Opposed: None. Motion carried.

### Agenda Item #5: JPE Board Bylaws

1. Discussion:
  - a. Cibulka brought up changes to several references to Exhibit A and Exhibit B in the MRSCWE Joint Powers Board Bylaws document.
    - i. Stearns County attorney reviewed the document and stated that there is no need for a reference to either Exhibit A or Exhibit B.
    - ii. Change that was proposed was replace Exhibit A and B to "by direction of the board" or something similar.

- iii. Some concern regarding which county's attorneys were able to review changes to the document. Additionally, discussion was had on whether meeting can go forward without bylaws approved.
  - b. Separate discussion held on the length and consecutive nature of officer terms.
    - i. Concerns addressed making sure each county is represented, taking into account turnover from county elections, etc.
    - ii. Binsfeld brought forward the proposal for discussion of no more than two consecutive two-year terms. One of the main arguments for this setup was to encourage new leadership.
  - c. Discussion regarding "Article VI - Voting" of the MRSCWE Joint Power Board Bylaws document.
  - d. Discussion regarding limitations for changing officer term length after reviewing the Joint Powers Agreement "Terms and Conditions", list #3. "Powers and Formation of the Governing Board", letter "c) officers."
  - e. Discussion returned regarding whether county attorneys need to review the Bylaws document.
2. **Approve JPE Board bylaws.**
- a. **Motion by Binsfeld** to approve *the Joint Powers Entity Bylaws document with edits proposed by multiple board members; second by Hulse.*
    - i. **No roll call vote** taken. **Motion withdrawn by Binsfeld.**
      - 1. Proposed Edits:
        - a. Replace references to "Exhibit A" and Exhibit B" in the MRSCWE Joint Power Board Bylaws to "by direction of the board."
        - b. Rewrite "Article IV: Officers", list #5, sentence one to read "The Board may select the same officers to no more than two consecutive two-year terms."
  - b. **Motion by Hulse** to approve *the Joint Powers Entity Bylaws document with edits proposed by Hulse; second by Johnson.*
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark. Opposed: None. Motion carried.
      - 1. Approved Edits:
        - a. Remove references to "Exhibit A" and Exhibit B" in the MRSCWE Joint Power Board Bylaws.
        - b. Rewrite "Article IV: Officers", list #5, sentence one to read "The Board may select the same officers to no more than four consecutive one-year terms."
        - c. Direct staff to compare the Joint Powers Agreement to the Board Bylaws document for any inconsistencies or other issues.

### Agenda Item #6: Project Update - Timeline and Activities

- 1. Discussion:
  - a. Planning timeline shared by Cibulka
    - i. Was noted that the City of St. Cloud adopted the Watershed Plan but did not join the JPE.
    - ii. SWCD staff has started preparing their funding requests to the Board of Soil & Water Resources (BWSR).
    - iii. Deadline of April 30<sup>th</sup>
    - iv. SWCD staff prepared and reviewed a work plan for review by the board.
  - b. Conversation regarding fund/application timelines and deadline expectations.

- i. BWSR representative discussed anticipated stability in Clean Water Funds at the state budget level.

### Agenda Item #7: Joint Powers Entity Fiscal Agent

1. Discussion:
  - a. Cibulka shared information regarding bank accounts, signatories, and other fiscal concerns.
    - i. Discussion around who's signatures are needed for these matters.
2. **Approve Fiscal Agent role.**
  - a. **Motion by Clark** to approve Stearns Conservation District as the Fiscal Agent host for the MRSCWE; **second by Johnson.**
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark. Opposed: None. Motion carried.

### Agenda Item #8: Joint Powers Entity Watershed Coordinator

1. Discussion:
  - a. Cibulka shared Sherburne SWCD's current role and anticipated role, particularly when it comes to coordination of meetings, committees, etc.
2. **Approve JPE Watershed Coordinator.**
  - a. **Motion by Schiefelbein** to approve Sherburne SWCD as the Watershed Coordinator host for the MRSCWE; **second by Johnson.**
    - i. **By roll call vote**, Affirmative: Binsfeld, Hulse, Johnson, Diedrick, Sombke, Schiefelbein, Bastian, Lawrenz, Clark. Opposed: None. Motion carried.

### Agenda Item #9: FY25 WBIF Work Plan

1. Discussion:
  - a. Cibulka shared outline of the FY25 WBIF work plan
    - i. Anticipations that project budgets are subject to change.
    - ii. Going to be need to leverage WBIF funds to get outside dollars (local, state, federal) invested; financial need much greater than the \$1.27 million currently allocated to the watershed.
    - iii. BWSR representative emphasized this is an internal work plan thus it has flexibility to change.
  - b. Discussion about who leads projects and where the projects are located.
    - i. Response from Cibulka regarding how this will be tracked.
  - c. Binsfeld discussed need for public transparency in regards to project updates.
    - i. Concerns brought forth regarding landowner privacy.
  - d. Hulse started dialogue regarding categorization of projects and approval process.
    - i. Cibulka discussed anticipated process expectations.
    - ii. BWSR representative discussed grant reporting process through elink.
  - e. Bastian brought up the idea of touring some of these practices installed and approved.
    - i. Can allow for better buy in for board and for public.
2. **Approve FY25 WBIF Work Plan.**
  - a. **Motion by Johnson** to approve FY25 WBIF Work Plan and authorize the Fiscal Agent and/or Watershed Coordinator to submit to the Board of Water and Soil Resources; **second by Sombke.**



## Agenda Item #4: General Updates

### Recent and Anticipated Activities (Apr 2025 - July 2025)

**Funding Request & Work Plan Submittal (Apr / May 2025)**

- FY25 WBIF funding request submitted before deadline.
- After submittal, BWSR review and formal agreement anticipated in May 2025.

**Organization Establishment (May - Jul 2025)**

- Policy and Procedures document considered.
- Progress on insurance options and bank account.

**LGU subcontracts (May / Jun 2025)**

- Discussion of subcontracting process and vetting of documents by attorneys (May / June).
- Completion of subcontract language and submittal of projects and programs to the IPC, then considered by JPB (June / July).

**Begin Work! (Jul 2025)**

- Approval of initial projects, programs, administration is anticipated for July 2025 but is contingent upon the completion of previous tasks.

Our initial estimated timeline for 2025 is holding well.

The Joint Powers Board should tentatively plan on meeting on June 5<sup>th</sup>. However, as the remaining tasks are contingent upon the timely development and review of many documents from multiple parties, the timeline and Board meetings should be considered tentative. Board meetings will be held only if relevant materials are ready, cancellation notices will be sent no later than one week prior to the board meeting date.



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## Agenda Item #5: Organizational Budget

The MRSCWE Fiscal Agent has prepared a draft organizational budget for review and consideration. The Joint Powers Agreement allows for biennial budgets, however the MRSCWE financial institution and insurance agent would like an annual budget. The 2025-2026 Organizational Budget is presented on the next page.

**REQUEST FOR ACTION:** Consider a motion to “*approve the MRSCWE 2025-2026 Organizational Budget*”.



# Joint Powers Entity

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Mississippi River St Cloud Watershed Entity			
Cash Basis Organizational Budget 2025-2026			
	2025	2026	2025-2026
<b>STARTING BALANCE</b>	-	3,178.00	-
<b>REVENUES</b>			
<b>INTERGOVERNMENTAL</b>			
BWSR WBIF 2025 50%	635,504.00		635,504.00
BWSR WBIF 2025 40%		508,403.20	508,403.20
BWSR WBIF 2025 10%		127,100.80	127,100.80
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	635,504.00	635,504.00	1,271,008.00
Interest Earnings	3,178.00	3,178.00	6,356.00
<b>TOTAL REVENUES</b>	638,682.00	638,682.00	1,277,364.00
<b>EXPENDITURES</b>			
<b>DIRECT VENDOR</b>			
Insurance	3,250.00	3,250.00	6,500.00
Financial/ Audit	3,000.00	3,000.00	6,000.00
Legal	4,000.00	4,000.00	8,000.00
<b>TOTAL DIRECT EXPENDITURES</b>	10,250.00	10,250.00	20,500.00
<b>PASS-THROUGH TO MEMBERS</b>			
Obj. 1: Administration/Coordination	48,400.00	48,400.00	96,800.00
Obj. 2: Planning & Assessment	118,628.00	118,628.00	237,256.00
Obj. 3: Project Development	51,154.00	51,154.00	102,308.00
Obj. 4: Education & Outreach	27,500.00	27,500.00	55,000.00
Obj. 5: Technical & Engineering	84,000.00	84,000.00	168,000.00
Obj. 6: Agricultural Practices	97,500.00	97,500.00	195,000.00
Obj. 7: Non-structural Management Practices	36,372.00	36,372.00	72,744.00
Obj. 8: Streambank or Shoreland Practices	75,000.00	75,000.00	150,000.00
Obj. 9: Forestry Practices	5,000.00	5,000.00	10,000.00
Obj. 10: Urban Stormwater Practices	26,700.00	26,700.00	53,400.00
Obj. 11: Wetland Practices	42,500.00	42,500.00	85,000.00
Obj. 12: Groundwater Practices	12,500.00	12,500.00	25,000.00
<b>TOTAL PASS-THROUGH</b>	625,254.00	625,254.00	1,250,508.00
<b>TOTAL EXPENDITURES</b>	635,504.00	635,504.00	1,271,008.00
<b>NET CASH FLOW</b>	3,178.00	3,178.00	6,356.00
<b>ENDING BALANCE</b>	3,178.00	6,356.00	6,356.00



# Joint Powers Entity

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## Agenda Item #6: MCIT Exposure Survey and Coverage

The MRSCWE Fiscal Agent has obtained information for coverage from Minnesota Counties Intergovernmental Trust (MCIT) for the MRSCWE. The MCIT Exposure Survey is presented on the next few pages.

**REQUEST FOR ACTION:** Consider a motion to “*approve the MCIT Exposure Survey to request insurance coverage*”.



**Premises Information:**

Loc. #	Street, City, County, State, Zip+4	Occupied as (i.e. Office, Warehouse, Unoccupied)	Coverage Limits Desired (Replacement Cost)
1	110 2nd Street, Ste 128 Waite Park, MN 56387	Office (Fiscal Agent)	Building \$ Contents <b>\$5,000</b> Property in the Open \$ (i.e. fences, signs, flag poles)
2	425 Jackson Ave NW Elk River, MN 55330	Office (Coordinator)	Building \$ Contents <b>\$5,000</b> Property in the Open \$ (i.e. fences, signs, flag poles)
			Building \$ Contents \$ Property in the Open \$ (i.e. fences, signs, flag poles)
Desired Deductible: [ ] \$500 [ <b>X</b> ] <b>\$1,000</b> [ ] \$2,500 [ ] \$5,000 [ ] \$10,000 [ ] Other (specify): \$			
▶ If additional locations are required, attach a sheet showing the same information for each additional location.			

**Other Property (Inland Marine): NA**

Property Type:	Coverage Limit
Mobile Equipment (Not Licensed for Road Use - i.e. Riding Lawn Mowers, Tractors):	\$ Actual Cash Value
Miscellaneous Property (i.e. Radio Equipment, Boats/Motors, ATVs, etc.):	\$ Actual Cash Value
Computer Equipment/Software/Data (Laptops, Printers, Monitors, Servers, etc.):	\$ Replacement Cost
Desired Deductible: [ ] \$500 [ ] \$1,000 [ ] \$2,500 [ ] \$5,000 [ ] \$10,000 [ ] Other (specify): \$	
▶ Attach a list that includes a description of each item and its: 1.) Actual Cash Value (Depreciated Value) for Mobile Equipment and Miscellaneous Property or 2.) Replacement Cost Value for Computer Equipment/Software/Data.	

**Valuable Papers and Records Coverage:**

Desired Limit:				
[ ] \$5,000	[ ] \$10,000	[ ] \$15,000	[ <b>X</b> ] <b>\$25,000</b>	[ ] Other (specify):
[ ] \$30,000	[ ] \$50,000	[ ] \$100,000	[ ] \$200,000	\$ _____

**Extra Expense Coverage:**

Desired Limit:				
[ ] \$5,000	[ ] \$10,000	[ ] \$15,000	[ <b>X</b> ] <b>\$25,000</b>	[ ] Other (specify):
[ ] \$30,000	[ ] \$50,000	[ ] \$100,000	[ ] \$200,000	\$ _____

**Alternative/Supplemental Energy:**

Do you own or operate green, alternative, or supplemental energy systems?	[ ] Yes	[ <b>X</b> ] No
If yes, please describe:		
_____		
_____		

**Automobile:**

Owned or Leased* Vehicles:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<i>*Long-term Lease (more than 30 days)</i>
▶ <i>If yes, complete Scheduled Vehicles section.</i>			

**Scheduled Vehicles:**

Complete Description <i>Auto Year/Make/Model</i>	Desired Physical Damage Coverage <i>(X - Please)</i>		V.I.N.	Dollar Value <i>(Cost New)</i>	Department <i>(if applicable)</i>
	Comp	Coll			

Additional Comments:

▶ *If additional vehicles are required, attach a sheet showing the same information for each additional vehicle.*

Select Desired Deductible (Comp/Coll):

\$100/\$250     
  \$100/\$500     
  \$250/\$500     
  \$100/\$1,000  
 \$250/\$1,000     
  \$500/\$1,000     
  \$500/\$2,500

**Workers' Compensation: NA (No Employees)**

Current Experience Modification Factor (if applicable):

Job Position	Classification Code	Annual Payroll	Duties/Job Functions

▶ *If additional positions are required, attach a sheet showing the same information for each additional position.*

▶ *Include only employees of your entity, do not include independent contractors.*

▶ *Annual Payroll must include holiday, vacation, and sick pay in addition to gross wages.*

▶ *If you elect to cover your Directors/Board Members for Workers' Compensation, include amounts paid to each. Contribution will be based on each Board Member's actual payroll or a minimum weekly wage of \$448, whichever is greater.*

**General Liability and Public Employees Liability:**

Number of Board members with voting power:	11	Number of volunteers (do not include in employee count):	15
Employees ( <i>include only those employed by your entity</i> )		Number of licensed or certified professionals (included in employee count) employed by your entity i.e. engineers, attorneys, nurses, and psychologists:	0
Full Time: _____ (over 32 hours per week)	0		
Part Time: _____ (32 hours or less per week)	0		
Seasonal: _____	0		
Total Employees:	0		

**Budget Worksheet:**

<p>► <i>Attach a copy of both your current and your most recent prior year Budget showing all revenue and expenditures for a 12-month period.</i></p>	
1 Total Expenditures for Current Operating Year:	\$ <u>635,504.00</u> *
<p><i>*Must match total expenditures shown on attached budget</i></p>	
2 Total Pass-Thru Funds:	-\$ <u>625,254.00</u>
<p><i>Funds that are included in total expenditures but are disbursed to clients or vendors with no direct service carried out by your entity or independent contractors working for your entity.</i></p> <p>Describe and indicate an amount for each: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
3 Total Expenditures paid to Outside Vendors and/or Independent Contractors for Services carried out on behalf of your entity:	-\$ <u>10,250.00</u>
<p><i>Examples: legal, auditing, accounting, consultants, plowing, construction for which the vendor's coverage is assumed to be primary, Wrap Around Expenditures, LCTS Monies.</i></p> <p>Describe and indicate an amount for each: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
4 Balance: Line 1 - 2 - 3 = 4 (Balance)	=\$ <u>-</u>
<p>Does your entity receive revenue for contracted services performed for others? [ ] Yes [ X ] No  <i>(i.e. equipment rental, tree planting for others, maintenance services for others, etc.)</i></p> <p>If yes, describe and provide total revenue received for each service:</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	

**Employee Dishonesty Blanket Bond: No MRSCWE Employees**

<p>► <i>Provided for all MCIT members. Complete the attached Employee Blanket Bond Application and specify desired limit.</i></p>
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# Minnesota Counties Intergovernmental Trust

100 Empire Drive  
 Suite 100  
 St. Paul, MN 55103-1885

651.209.6400  
 866.547.6516  
 Fax: 651.209.6495

## Employee Blanket Bond Application

Name: Mississippi River St Cloud Watershed Entity  
 Use complete name as it will appear on the document

Address: 110 2nd Street S, Ste 128, Waite Park, MN 56387

### Coverage Limit

<b>Blanket Employee Dishonesty Coverage w/Faithful Performance of Duty Coverage, Per Employee Limit</b> <b>Minimum Limit: \$5,000 OR</b> <b>Optional Higher Limits: \$10,000, \$25,000, \$50,000 \$75,000 or \$100,000 (maximum)</b>		<b>Specify Limit Desired:</b> \$ <u>5,000</u> <b>Optional Quote(s):</b> \$ _____ Limit \$ _____ Limit
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\* Additional Coverage available for specific positions - see Excess Coverage on Specific Positions section below.

Total Number of Employees, including Treasurer, Board Members & Elected Officials: 11

### Loss and Underwriting Section

Any losses in the past 3 years? Yes \_\_\_\_\_ No X  
**If yes, attach a separate sheet with explanation and details.**

Countersignature of checks required? Yes X No \_\_\_\_\_  
**If no, explain:** \_\_\_\_\_

Does someone not authorized to deposit or withdraw reconcile bank accounts? Yes X No \_\_\_\_\_  
**If no, explain:** \_\_\_\_\_

Date of last Audit: NA Audit completed by: \_\_\_\_\_

### Excess Coverage on Specific Positions

Position	No. of Employees Holding this Position	Specify Excess Amount Desired	If desired Excess Amount is greater than \$100,000, show names, addresses & Social Security numbers of position holders.
		\$	
		\$	
		\$	
		\$	

Optional Coverage Desired: Forgery Coverage: Limit \$ \_\_\_\_\_

Credit Card: # \_\_\_\_\_ of Cardholders Limit \$ \_\_\_\_\_

Completed by: \_\_\_\_\_ (Title) \_\_\_\_\_ (Date) \_\_\_\_\_

**General Exposure Questionnaire**

► Provide a response to all questions.

**Recreational Facilities:**

Does your entity own or operate any:					
Designated Swimming Beaches?	[ ] Yes	[ X ] No	Swimming Pools?	[ ] Yes	[ X ] No
If yes, number of beaches: _____			If yes, Number of pools: _____		
Overnight Campgrounds?	[ ] Yes	[ X ] No	Indoor Ice Rinks?	[ ] Yes	[ X ] No
If yes, number of campgrounds: _____			If yes, receipts for prior 12 month period for:		
If yes, days in camping season: _____			Open Skating:	\$ _____	
<i>Days in camping season is the number of campgrounds you operate multiplied by the number of days in the year the campgrounds are open.</i>			Leased Skating:	\$ _____	
			Dry Ice:	\$ _____	
			Curling:	\$ _____	
Outdoor Ice Rinks?	[ ] Yes	[ X ] No	Roller Rinks?	[ ] Yes	[ X ] No
If yes, number of Ice Rinks: _____			If yes, receipts for prior 12 month period: \$ _____		
Golf Courses?	[ ] Yes	[ X ] No	Boat Landings?	[ ] Yes	[ X ] No
If yes, receipts for prior 12 month period: \$ _____			If yes, number of landings: _____		
If yes, number of golf carts: _____			Boat Rental Facilities?	[ ] Yes	[ X ] No
Ski Hills?	[ ] Yes	[ X ] No	If yes, boat rental receipts for prior 12 month period: \$ _____		
If yes, receipts for prior 12 month period: \$ _____					

**Parks, Rest Areas, Picnic Areas, and Waterfront Property:**

Does your entity own or maintain any parks, rest areas, or picnic areas?			[ ] Yes	[ X ] No
If yes, complete the following:				
Name of park, rest area or picnic area:		Developed* Acres	Undeveloped Acres	
_____		_____	_____	
_____		_____	_____	
_____		_____	_____	
_____		_____	_____	
_____		_____	_____	
Does your entity own or lease any waterfront property? [ ] Yes [ X ] No				
If yes please provide:				
Developed* linear feet of waterfront property: _____				
Undeveloped linear feet of waterfront property: _____				
<i>*Developed property has not been left in a totally natural state. This includes property where the grass is cut regularly. Do not include trails. Round to the nearest acre or linear foot.</i>				
Does your organization perform any herbicide or pesticide spraying? [ ] Yes [ X ] No				
If yes, number of miles sprayed annually: _____				

**Rented/Leased Property:**

Is any owned property rented or leased to others for residential, commercial or industrial ventures?		[ ] Yes	[ X ] No
If yes, please provide square footage of:			
Space leased/rented to others for residential purposes:		_____	
Space leased/rented to others for business office purposes:		_____	
Space leased/rented to others for other commercial/industrial purposes:		_____	
Please provide a brief description of each leased/rented property:			
_____			
_____			
_____			
_____			

**Day Care Operations:**

Does your entity operate a day care?  Yes  No

**Special Events:**

Does your entity hold Special Events that attract 100+ persons at a time for which admission is charged?  Yes  No

If yes, complete the following section:

**Special events sponsored by your organization on or off your premises:**

Name of Event/Describe Activity	Estimated Attendance	Number of Days

**Special Events held by an outside group on your organization's premises**

Name of Event/Describe Activity	Estimated Attendance	Number of Days

► For additional events attach a list that shows the same for each event.

**Medical Services:**

Do you operate a medical clinic other than WIC or immunizations?  Yes  No

If yes, describe:

\_\_\_\_\_

\_\_\_\_\_

Do you employ physicians?  Yes  No

If yes, name of medical malpractice insurance carrier of physician(s):

\_\_\_\_\_

\_\_\_\_\_

Does your organization operate an ambulance service?  Yes  No

If yes how many Emergency runs in the last 12 months:

Does your organization use any Emergency Medical Technicians?  Yes  No

If yes, please provide:

Number of licensed volunteer EMTs: \_\_\_\_\_

Number of volunteers other than licensed EMTs: \_\_\_\_\_

Number of Paramedics: \_\_\_\_\_

**Railroad Authority:**

If your entity is a Railroad Authority: Does your entity operate a railroad?  Yes  No

If yes, explain extent of operations:

\_\_\_\_\_

\_\_\_\_\_

If no, who operates railroad?:

\_\_\_\_\_

\_\_\_\_\_

**Soil & Water Conservation District or Technical Service Area:**

Does your entity prepare plans or design projects? <i>(i.e. manure management, erosion control, shoreline stabilization)</i>	[ ] Yes	[ X ] No
If yes, describe: _____ _____		

**Solid Waste Commission:**

Do you operate as a Solid Waste Commission?	[ ] Yes	[ X ] No
If yes, number of sites owned, leased, or managed:		
Landfills (open only):	_____	
Compost Facilities:	_____	
Recycling Facilities:	_____	
Household Hazardous Waste Facilities:	_____	
Other:	_____	<i>Describe Other:</i>

**Additional Comments:**

The MRSCWE is a new entity formed through a Joint Powers Agreement fully executed on 2/27/25.  
The MRSCWE will have no employees. Board member compensation is paid by member LGU.  
Technical sign-off for plans and project design, as well as professional engineering services, will be  
contracted from a member LGU or private-sector consultants.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Authorized Representative

\_\_\_\_\_  
Date



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #7: Financial Account Establishment

The MRSCWE Fiscal Agent has begun the necessary steps to establish an account at Bremer Bank to handle finances on behalf of the entity. The resolution is presented on the next page.

**REQUEST FOR ACTION:** Consider a motion to “approve Resolution #25-01 to establish financial accounts and set signing authority”.



Coordinator  
Sherburne SWCD  
425 Jackson Ave NW  
Elk River, MN 55330  
(763) 220-3434

Fiscal Agent  
Stearns Conservation District  
110 2nd Street S, Ste 12  
Waite Park, MN 56387  
(320) 251-7800 x3

## MRSCWE Resolution #25-01

### Resolution Establishing Financial Accounts and Setting Signing Authority

**WHEREAS**, Mississippi River St. Cloud Watershed Entity (MRSCWE) is a Joint Powers Entity formed in 2025 pursuant to Minnesota Statutes section 471.59 in order to implement the state-approved Comprehensive Watershed Management Plan; and

**WHEREAS**, MRSCWE has assigned Stearns Conservation District to act as Fiscal Agent for the entity; and

**WHEREAS**, MRSCWE is eligible to receive Watershed Based Implementation Funding and other grants from the State of Minnesota and other outside agencies.

**THEREFORE BE IT RESOLVED**, that MRSCWE establish Checking and interest-bearing Savings accounts at **Bremer Bank** for the purpose receiving and disbursing funds as authorized by the MRSCWE Board.

**BE IT FURTHER RESOLVED**, that MRSCWE authorizes the following individuals from Stearns Conservation District (SCD), acting as the Fiscal Agent, to conduct business on behalf of MRSCWE for all financial accounts:

- Kyle Weimann, Operations Manager**
- Greg Berg, Implementation Manager**
- Megan Herbst, Planning Manager**
- Justine Meyer, Board Chair**
- Arlyn Lawrenz, Board Secretary-Treasurer**

**BE IT FURTHER RESOLVED**, that disbursements require signature and/or approval from at least two listed individuals and are subject to all SCD internal controls and financial processes.

Passed by the Mississippi River St. Cloud Watershed Entity Board this 1st day of May, 2025.

-----  
Tina Diedrick, Chair  
Mississippi River St Cloud Watershed Entity

ATTEST: -----  
Dan Cibulka, Watershed Coordinator  
Sherburne Soil & Water Conservation District

Benton County    Benton SWCD    Meeker County    Meeker SWCD    Mille Lacs SWCD    Sherburne County    Sherburne SWCD    Stearns County    Stearns SWCD    Wright County    Wright SWCD

## Agenda Item #8: Grant Program Policies Discussion

The staff representing the Local Government Units involved in the Mississippi River St. Cloud Watershed Joint Powers have discussed a series of Grant Program Policies and Procedures. Two sets of policies were flagged for in-depth discussion by the JPE Board:

### 1. Deed Restriction Policy

Grant funded projects are required to be installed and maintained for their defined anticipated or effective lifespan. A receiving entity of BWSR funds (Joint Powers Board, County, or SWCD) signs a legal agreement with this requirement and passes that same requirement along within a contract to a landowner. If a project is removed during that lifespan, the landowner may be required to return up to 150% of the grant funds (for BWSR grants). However, should the landowner sell the property this contract is not enforceable with a new owner who has not signed the contract. A perhaps rare circumstance could develop where a new landowner removes a project within its effective lifespan but there is no legal means to recover those funds.

Some SWCD offices have developed a deed restriction policy to ensure that there is legal means to recover funds from grant funded project from both a current and potential new landowner.

The deed restriction is recorded on the property title.

Staff are seeking discussion and guidance on whether the MRSCWE should develop a deed restriction policy for the grant funds it is responsible for, or if this decision should be made by the local boards that are overseeing the installation and maintenance of projects using the MRSCWE funds.

*The draft Policies and Procedures document (Agenda item #9) includes an example deed restriction policy, as well as an example policy to defer to local boards on this topic, on page 27.*

### 2. Failed Project Policy

Grant funded projects are installed to with appropriate levels of design authorization and inspected initially to ensure designs were followed, then periodically to ensure requirement maintenance is being completed. Despite best efforts and often as a rare occurrence, a project may fail due to design or construction flaws or unforeseen events such as extreme weather. The current draft Policies and Procedures document includes proposed text regarding failed projects. Staff are seeking discussion on these policies to ensure there is understanding and consensus with the board on a path to follow should we experience a failed project that was funded by the MRSCWE.

*The draft Policies and Procedures document (Agenda item #9) includes proposed policies on failed projects on page 12.*



# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #9: MRSCWE Grant Program Policies and Procedures

A document has been drafted and reviewed by the Implementation Planning Committee pertaining to policies and procedures the MRSCWE should follow for using grant funds. The intention is for this document to guide Watershed Based Implementation Funds (WBIF) as well as other funds the MRSCWE may be awarded. The document outlines clear expectations for the use of funds for administrative tasks, planning studies, project development, education activities, as well as non-structural and structural on-the-ground projects.

During the meeting staff will provide an overview of the document and answer questions. Staff are seeking approval for the document, potentially incorporating edits based upon the preference of the board pertaining to the topics presented in Agenda Item #8.

**REQUEST FOR ACTION: Consider a motion to “approve the MRSCWE Grant Program Policies and Procedures document”.**



# MISSISSIPPI RIVER ST. CLOUD WATERSHED ENTITY

## *Grant Program Policies and Procedures*

JPE Board Approval Date: XX/XX/XXX

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Grant Programs provide funding mechanisms to implement the Mississippi River St. Cloud Watershed Comprehensive Watershed Management Plan (CWMP). The CWMP details strategies, projects, and practices to achieve measurable goals within the watershed.

This collection of policies and procedures establishes an administrative process regarding how grant funds received by the MRSCWE will be spent to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the granting entity, and the member, acting as the fiscal agent for the MRSCWE. Additional documents should be used in conjunction with this document depending on the granting agency through which funds are received.

These policies are intended to be reviewed as needed and may be altered at any time to adjust for unforeseen projects and funding opportunities upon approval by the MRSCWE Board.

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# 1. Grant Program Procedures

## 1.a. Biennial and Grant Workplan development

The MRSCWE Implementation Planning Committee (IPC) will utilize an iterative, consensus-based approach to develop the biennial workplan. As stated on page 196 in the MRSC CWMP, biennial workplan development starts with a review of recent implementation efforts completed by the members.

Following this review, the IPC will develop a draft biennial workplan and budget based on:

- the timing of actions identified in the implementation section of the CWMP,
- the amount of available funding,
- alignment with coordinating efforts, and
- professional judgement.
- Priority activities identified in the CWMP
- Priority areas identified in the CWMP

### Process Steps:

- i. Member staff review recent implementation efforts in the watershed.
- ii. Member staff review the implementation schedule of the CWMP for applicable management zones.
- iii. Member staff draft a list of activities and budget requests, then review internally with the Members' team.
- iv. IPC members submit a list of activities and budget requests to a spreadsheet for review and discussion with IPC. Information to be provided may include:
  1. Lead agency
  2. eLink Activity Category (or similar)
  3. Applicable CWMP Issue Statement
  4. Applicable Management Zones
  5. MBA Focus
  6. Plan Reference (List all potentially applicable Action IDs)
  7. Outcomes
  8. Funding Request
  9. Match dollars
  10. Non-match dollars
  11. Estimated staff hours as applicable
  12. Notes/Description

The IPC will present the draft biennial workplan and budget to the MRSCWE Board for review and feedback from the MRSCWE Board and the governing boards of the Members of the MRSCWE Joint Powers Agreement. Following the incorporation of any necessary changes, the IPC will present the biennial workplan and budget to the MRSCWE Board for approval. Approved biennial workplans will be used to develop the

grant funding requests to BWSR and other granting agencies. The IPC will work together annually to refine and recommend changes to the biennial workplan for review and approval by the MRSCWE Board. The Fiscal Agent will submit grant funding requests on behalf of the MRSCWE.

### 1.b. Program/Project Statement of Work Proposal

Following grant execution, members will develop a "Statement of Work" proposal for each program and project (that's not part of a program) utilizing the template provided by the Fiscal Agent and submit the proposal(s) to the IPC for review, feedback, and recommendation based on consensus to the MRSCWE Board. With IPC recommendation, members will present the Statement of Work proposal(s) to the MRSCWE Board for approval. The approved Statement of Work(s) will be incorporated into the Member Subcontract Agreement between each member organization and the MRSCWE.

### 1.c. Member Subcontract Agreement

This Member Subcontract Agreement is made by and between the MRSCWE and the Member government unit to set out the terms and conditions under which the Member will undertake specific projects approved and funded, at least in part, by the MRSCWE through separate statements of work issued for each program and project (that's not part of a program) to assist in implementing the MRSC CWMP.

### 1.d. Project Encumbrance Request and Eligibility Verification

Following Member Subcontract Agreement execution, members will be required to submit project encumbrance request(s) utilizing the template provided by the Fiscal Agent and submit the request for review by the Fiscal Agent or Watershed Coordinator.

***In this case, a project has an expansive definition to include: best management practices and projects, education and outreach, planning efforts, assessments, studies, and capital improvement projects.***

The Fiscal Agent or Watershed Coordinator will complete their review within 15 business days of receipt of an email notice that a project encumbrance request has been submitted. This step also serves as an eligibility verification step through the review process by the member, Fiscal Agent, or Watershed Coordinator. It is the member's responsibility to ensure that all applicable grant policies are followed.

Following the eligibility verification, the Fiscal Agent or Watershed Coordinator will send an encumbrance notice via email to the requesting Member within 5 business days.

### 1.e. Contracting

Upon receipt of the encumbrance notice from the Fiscal Agent or Watershed Coordinator, the Member has 120 days, or the expiration of the Grant, whichever comes first, to execute a contract with the landowner or occupier(s), contractor(s), or consultant(s). Failure to meet this deadline may result in the Fiscal Agent unencumbering funds to make said funds available for other eligible activities. It is the prerogative of the Fiscal Agent to unencumber funds if this time requirement is not met.

The Member must execute a cost-share contract with the landowner for any structural or non-structural best management practices. That agreement must contain operation and maintenance provisions throughout the duration of the project's anticipated life.

Members may have additional requirements, such as deed restrictions, along with contracting, based on local policies.

The Member may execute a contract with a consultant(s) or contractor(s) for efforts eligible per the grant agreement.

### **Member Responsibility**

All contracts to implement projects are to be made between the Member and the property landowner or occupier, or directly others such as with contractors and consultants.

**Compile Contracts.** The Member will execute all necessary contracts to implement the project to demonstrate legal standing and to ensure the project is installed and maintained according to approved standards and specifications. Contract(s) to be used will either be the standard contract templates from the BWSR Grants Administration Manual, templates from the granting agency, or other instruments drafted by the Member's legal counsel.

**Contracts With Land Occupier(s).** A contract, or other legally binding instrument, between the Member responsible for the project/practice and the land occupier(s) where the project/practice will be. See definition of land occupier(s) in the Cost Share Policy.

**Contracts With Contractor(s) and Consultant(s).** A contract, or other legally binding instrument, between the Member responsible for the project/practice and a contractor who will be utilized by the Member to implement the project/practice.

**Contract Execution by Member Board.** The Member Board will approve or deny the contract. The action taken must be documented in the Board's meeting minutes and the contract must be signed by the Board Chair or Delegated Representative. Notification of cost-share contract approval by individual Members will be given to the Fiscal Agent and Watershed Coordinator. Copies of the official Member Board minutes denoting this approval must be supplied to the Fiscal Agent and Watershed Coordinator as soon as possible.

**Contract Timeframe.** Execution and completion of a contract with a land occupier must occur at least one month prior to the expiration of the applicable grant agreement. Contracts not completed before this must be cancelled unless the grant agreement has been extended and the contract has been extended such that the contract timeframe is within the amended grant agreement period.

### **Amendments**

The Fiscal Agent may accept non-material contract amendments as approved by the Member, such as landowner names or extensions provided it is within the applicable grant period.

Material changes, such as dollar amounts or changes to the scope of the project, must go back to the Fiscal Agent or Watershed Coordinator for review. The Fiscal Agent or Watershed Coordinator may recommend the change for review by the IPC. There is no guarantee that additional funding from a grant beyond the initial encumbered amount will be available.

## 1.f. Implementation and Certification

### **Implementation**

The Member is responsible for ensuring that the project is implemented according to the terms of the contract and approved plans.

**Construction/Implementation Oversight.** The Member is responsible for proper oversight during construction to ensure the project is implemented according to the approved plan. The Member will maintain copies of site visit notes, survey notes, construction diary, site photos, or other documentation demonstrating the project implementation was adequately monitored by the Member.

**As Built Plans.** For structural or engineered projects, the Member will create an As Built Plan, to be signed by the technical service provider, indicating actual locations, dimensions, and specifications for the project as implemented.

**Pollutant Reduction.** The Member must create an updated pollutant reduction calculation based on final project specifications, utilizing MRSCWE guide on estimating pollutant reductions.

**Operation and Maintenance Plan.** The Technical Service Provider and landowner or occupier must sign a final Operation and Maintenance plan to be in effect for the life of the contract.

**Recording.** If recording a project on a deed is required, the Member will ensure all paperwork is completed and submitted.

**Itemized Invoices.** All contractors must provide an itemized invoice, detailing dates of work performed, component unit and associated unit cost, total units, and description of work (including materials, labor or equipment provided) and other information required by the applicable grant administration manual.

**In-Kind Services and Labor.** If the land occupier is providing in-kind services, the maximum rates for said services will follow the average charge as listed in the most current Iowa Farm Custom Rate Survey. The Member is responsible for working with the land occupier(s) on documenting services, including labor dates, activity performed, rate for activity and time expended. Equipment time should be documented using equipment hours. Any landowner project costs need to be well documented, such as receipts, pictures, invoices, returns, mileage, etc. The Member must supply a copy of said documentation.

### **Certification**

The assigned technical assistance provider must review the as-built plan, invoices and other documentation submitted by the land occupier for certification and technical approval.

## 1.g. Reimbursements and Payments

All requests for reimbursement must be submitted to the Fiscal Agent and made on forms provided by the Fiscal Agent that include signatures of responsible parties overseeing the work. Requests for reimbursement of direct payments must be substantiated by receipts,

paid invoices, or similar documentation in accordance with Grant policy and acceptable to the Fiscal Agent. Requests for staff time reimbursement must be substantiated by a log of hours worked and billing rate calculations in accordance with Grant policy and acceptable to the Fiscal Agent. All documentation must include dates of services. It is the Member's responsibility to know and comply with the grant and the MRSCWE policies.

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

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

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

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

Documentation required with payment requests:

- Itemized invoice on Member letterhead
  - Include statement of funding source and Statement(s) of Work.
  - Separate invoices required for separate funding sources.
- For Projects
  - Executed landowner contract (if applicable).
  - Payment voucher, including itemized details and sign-off by the Conservation District Technical Representative and Administrative Representative..
  - Vendor invoices. Invoices must include the vendor name; materials, labor or equipment provided; component unit costs; invoice date; and date(s) work was performed.
  - Map(s) of project location(s).
  - Certified as-build design (for completed structural projects, if applicable).
  - Operation and Maintenance Plan.
  - Before and after photos.
  - Pollutant reductions (for completed projects, if applicable). Calculations or

models must be consistent with grant guidelines.

- Certified contractor payrolls to comply with prevailing wage requirements (if applicable).
- IC-134 withholding affidavit for contractors (if applicable).
- For Staff Time
  - Date(s) of service.
  - Hours and rates for individual staff.
  - Staff time details and documentation.
  - Billing Rate documentation.
- For Other Programs/Expenses
  - Vendor invoices. Invoices must include the vendor name; materials, labor or equipment provided; component unit costs; invoice date; and date(s) work was performed.
  - Other reasonable documentation requested by the Fiscal Agent.

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

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

## 1.h. Reporting

The grant programs through which the MRSCWE receives grants funds will have requirements for regular progress reports, expenditures reports, and others depending on the grant. The Fiscal Agent is responsible for this reporting. For the Fiscal Agent to complete this reporting, the Member requesting grant funds for programs and projects must provide the Fiscal Agent with all applicable information necessary to complete said reporting. This includes (but is not limited to) the documentation noted in these procedures.

To ensure the Fiscal Agent has adequate time to complete reporting, the Member must supply this information to the Fiscal Agent in a timely manner. Failure to do so may result in any encumbrances being canceled, any reimbursement requests not being accepted by the Fiscal Agent and any previous payments already made needing to be returned to the Fiscal Agent.

A plan tracking and reporting tool will be utilized by the MRSCWE, and each Member is responsible for submitting information about programs, projects, and practices that occur in the watershed and support progress on achieving CWMP goals.

## 1.i. Reallocation Requests

Reallocation requests may be presented by a Member for discussion with the IPC. A Member that has a reallocation request should send notice via email at least ten (10) business days prior to the upcoming IPC meeting to the Watershed Coordinator and Fiscal Agent requesting time

for discussion on reallocation request at the next IPC meeting. The Member will present their reallocation request and through a consensus-based approach, the IPC will determine the next steps in accordance with any Grant Agreement Amendments and Workplan Revisions procedures provided by the granting agency. For example, BWSR provides a Grant Agreement Amendments and Workplan Revisions that is applicable to grants awarded by BWSR.

If the grant procedures provided by the granting agency enables grantee discretion for budget reallocations, then the IPC will make a recommendation to the Fiscal Agent for how to proceed with the budget reallocation if there isn't a change in scope that affects resource of concern or significant reduction in proposed pollution reduction estimates. The Fiscal Agent can approve the reallocation request.

If the reallocation is above the budget amount for grantee discretion or has a change in scope that affects resource of concern or significant reduction in proposed pollution reduction estimates, then the IPC will review the request and make a recommendation to the Fiscal Agent to discuss the request with the granting agency contact and the MRSCWE Board. Refer to Grant workplan and budget changes Policy.

During reallocation if competing requests for limited funds, an eligibility and ranking criteria may be developed to determine which requests will be funded.

## 2. Best Management Practice Cost-Share Policy

### 2.a. Introduction

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Cost Share Program provides a funding mechanism to work with land occupiers (see 2.c.1.) within the Mississippi River St. Cloud Watershed in implementing on-the-ground projects and practices to implement the CWMP.

This policy defines the use of grant funds from grants awarded to the MRSCWE to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the grantors and the Member acting as the fiscal agent for the MRSCWE.

### 2.b. Compliance with Agreements, Plans, Manuals and Policies

It is the Member's responsibility to ensure its proposed project/practice complies with the following agreements, manuals, plans, and policies. Refer to these documents often when implementing these procedures.

- MRSCWE Policies
- The MRSCWE Biennial Workplan(s)
- MRSCWE grant workplan(s) and grant agreement(s)
- Member Subcontract Agreement(s) and associated Statement(s) of Work
- Grantor's Grant Administration Manual

### 2.c. Eligible Entities

Only Members that have: 1) adopted the MRSC CWMP, 2) signed the MRSC Joint Powers Agreement and 3) signed a Member Subcontract Agreement with the MRSCWE are eligible under this program.

**2.c.1 Land Occupier.** Land occupier means a person, corporation, or legal entity that holds title to or is in possession of land as an owner, lessee, tenant, or otherwise. If the land occupier is not the landowner, the landowner must also sign all applicable contracts or have an alternative agreement with the land occupier prior to contract approvals. Another option is a contract with the ditch authority and several individual landowners along a ditch system under each contract. The individual landowners will agree to the practice being installed on their property by either signing a group project addendum or other alternative agreement with the ditch authority.

### 2.d. Eligible and Ineligible Activities

Projects and practices that do not fit under the MRSC CWMP, the biennial workplan for the MRSCWE, the existing grant workplans and the applicable funding program policies are not eligible under this program.

**Design Standards.** The Member proposing a project or practice is responsible for project design. Design for projects and practices will be consistent with either: 1) the Natural Resource Conservation Service NRCS Field Office Technical Guide (FOTG) practice standards, 2) standards contained in the Minnesota Stormwater Manual or 3) professionally accepted engineering standards. Design standards will include specifications for operation and maintenance for the life of the practice, including an inspection schedule, roles and

responsibilities and procedures. Projects and practices minimum effective life will be consistent with the specifications in the above design standards.

**Contributing Watershed.** Projects and practices where runoff or sediment from the contributing watershed will prevent the project or practice from achieving the intended purpose with normal operation and maintenance are ineligible.

**Previously Installed Conservation Practices.** If the proposed project or practice is to repair damage to previously-installed conservation projects or practices, the project or practice is eligible only if the original project or practice was installed using approved standards and specifications, and the damage or failure was caused by reasons beyond the control of the land occupier and not due to design flaws, improper maintenance or removal of the practice within the project's effective life to the current design standards specified in this policy. Projects and practices beyond their effective life are eligible under this agreement and subject to the current design standards specified in this policy.

**Existing Project Failure Due to Lack of Maintenance.** Any land occupier who has an existing conservation project/ practice that has failed within its expected life, due to lack of maintenance, and has neglected to rectify this failure is not eligible to receive funds under this program.

**Required Projects.** Cost-share is not available for projects or practices that are required by statutory responsibilities and regulations, rules, and ordinance administered by the members participating in the MRSCWE.

## 2.e. Technical Assistance Provider(s)

To ensure long-term public benefit of constructed projects, all projects and practices implemented under this program will utilize designated technical assistance provider(s), listed below. It is the responsibility of the Member providing the technical assistance provider(s) to demonstrate said technical assistance provider(s) have the appropriate technical expertise, skills, and training for their assigned role(s).

1. **Licensed Professional Engineer.** Technical assistance for this program may be provided by the West-Central Technical Service Area (WCTSA) Engineer, County Engineers, NRCS Engineers, or other licensed professionals (such as engineers, architects).
2. **NRCS Job Approval Authority (JAA).** Technical assistance for this program may also be provided by SWCD, WCTSA, or NRCS technical staff with NRCS Job Approval Authority for practice investigation, design, and construction phases of the applicable practice. Staff credentials will be maintained at their respective offices and shall be made available to any other member of the MRSCWE, as well as the grantors, upon written request.
3. **Local Expertise.** Local SWCD, WD, or County staff or approved technical representatives that do not have JAA may have the expertise, skills, and training to identify project and practice needs, complete surveys, design projects and practices, and inspect the same. In these cases, staff with JAA or a Licensed Professional Engineer must sign off on the work completed by said staff.

## 2.f. Financial Assistance to Land Occupiers

Financial assistance to land occupiers will be provided for costs associated with either the material and labor necessary to install the project or practice on the ground, or an incentive payment for a land occupier to implement a project or practice. The total amount of assistance will be calculated utilizing a flat-rate or percent-based approach. Contracts between land occupiers and the Member proposing projects or practices are required.

**Member Policies.** Each Member may follow an internal cost-share policy for implementing on-the-ground projects and practices within the following restrictions. Members must provide the Fiscal Agent with the Member's active cost-share policies, the effective dates, and submit updating policies within thirty (30) days from taking effect.

**(Structural Only) Maximum percent-based on receipts or invoices.** The maximum cost share percent-rate utilizing MRSCWE grant funds is ninety percent (90%) of the installation cost. Non-MRSCWE funds combined may not exceed 100% of the total project or practice installation cost and may not be from the same funding source (state matching state, federal matching federal, etc.)

**(Non-Structural Only) Maximum flat-rate.** The maximum cost share flat-rate utilizing MRSCWE funds is the current EQIP rate or Historically Unserved Rate for the non-structural practice proposed, rounded up to the nearest \$5 increment. The contract should denote that payment will occur as a lump sum, to be paid after year one of the contract is completed.

**Non-MRSCWE contributions.** A land occupier may provide the remainder of the local share of the implementation cost through in-kind services as outlined in the MRSCWE Land Occupier In-kind Labor Policy or non-MRSCWE funds provided the non-MRSCWE funds are not from the same funding source (state matching state, federal matching federal, etc.)

## 2.g. Project Assurances

The Member must provide assurances that landowners or land occupiers receiving this funding will keep the practice in place for its intended use for the expected lifespan of the practice. Such assurances may include easements, deed recordings, enforceable contracts, performance bonds, letters of credit, and termination or performance penalties. Grantors may allow replacement of a practice or project that does not comply with expected lifespan requirements with a practice or project that provides equivalent water quality benefits. For BWSR Grants, see the applicable section(s) of the Grants Administration Manual.

## 2.h. Operation & Maintenance Plan(s)

Identifying operation and maintenance activities specific to the installed practices is critical to ongoing performance of installed practices as well as to planning and scheduling those activities.

The designated technical service provider must prepare an operation and maintenance plan specific to each contract. The operation and maintenance plan must detail the maintenance activities that are likely to be needed, specify how and when to accomplish them, ensure adequate access to the project site for all inspections to occur and identify both the inspection schedule for the life of the project and the qualified staff necessary to complete said inspections.

## 2.i. Inspections

Inspections will verify that all components of the practice remain in place and are in good repair, identify repairs necessary in accordance with the operation and maintenance plan, and identify further assessment or action needed if necessary repairs are beyond the scope of the operation and maintenance plan. The Member will maintain adequate inspection records (ex. field notes, survey notes, site photos, assessment forms, notes from follow-ups, documentation of needed maintenance and efforts made to achieve compliance) and said records are subject to review by the Watershed Coordinator, Fiscal Agent, or Grantor at any time, subject to the Members state-approved record retention schedule.

Minimum inspection schedules are as follows:

- **Structural Practices with 10-year minimum life.** Inspection schedule to follow member policies or standard operating procedures.
- **Non-Structural Practices.** Inspection schedule to follow member policies or standard operating procedures.

## 2.j. Failures to Projects or Practices

**Failure to Maintain Practices.** Should the land occupier fail to maintain the practices during the effective life according to the operation and maintenance plan, the land occupier is liable to the Member for up to 150% of the financial assistance received to install the practice. Funds received by the Member from a land occupier who has failed to maintain a practice are to be utilized by the Member in a manner consistent to the original contract and contract period and the applicable grant workplan or are to be transferred to the Fiscal Agent within a reasonable time, less administrative costs to recover the funds from the land occupier.

**Failure Due to Design or Construction Flaws.** If a project or practice failure occurs within its expected life, and said failure is due to issues with the project or practice design, or construction, the following process will be followed:

- The Member will be consulted about issues on site. The Member will inform the Fiscal Agent and Watershed Coordinator within a reasonable timeframe, and the same will inform the Grantor.
- The party responsible for the design is responsible for the cost to correct the failure.
- The Member works with the land occupier(s) to correct the failure. This expense is likely to be ineligible for grant funding.

**Failure Due to Acts of God and/or Force Majeure.** If a project or practice failure occurs that is beyond the control of the land occupier and not due to the failures listed above, the following process will be followed:

- The Member will be consulted about issues on site. The Member will inform the Fiscal Agent and Watershed Coordinator within a reasonable timeframe.
- The Member can seek funding to correct such failures under the grant covered by this procedure per section "failure to maintain practices". Such cases will be considered by the JPE Board on a case-by-case basis.

## 2.k. Procedures to Implement Policy

The Member will follow MRSCWE Grant Program Procedures to implement this policy.

## 3. Project Development Policy

### 3.a. Introduction

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Project Development Program provides a funding mechanism to conduct project development within the Mississippi River St. Cloud Watershed. Project Development is defined for each grant by the grantor. For example, BWSR project development activity category is described as:

*project support activities which will directly support or supplement the goals and outcomes of the workplan such as: civic engagement; public outreach; initial contacts, actions, and activities with landowners and/or partners; preliminary information gathering, conservation marketing, or other activities.*

This policy defines the use of grant funds from grants awarded to the MRSCWE to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the grantors and the Member, acting as the fiscal agent for the MRSCWE.

### 3.b. Compliance with Agreements, Plans, Manuals and Policies

It is the Member's responsibility to ensure its proposed Project Development activities comply with the following agreements, manuals, plans, and policies. Refer to these documents often when implementing these procedures.

- MRSCWE Policies
- The MRSCWE Biennial Workplan(s)
- MRSCWE grant workplan(s) and grant agreement(s)
- Member Subcontract Agreement(s)
- Grantor's Grant Administration Manual

### 3.c. Eligible Entities

Only Members that have: 1) adopted the MRSC CWMP, 2) signed the MRSC Joint Powers Agreement and 3) signed an agreement with the designated fiscal agent are eligible under this program.

### 3.d. Eligible and Ineligible Activities

Project Development for projects and practices that work toward accomplishing the goals in the MRSC CWMP are eligible.

Projects and practices that do not fit under the MRSC CWMP, the biennial workplan for the MRSCWE, the existing grant workplans and the applicable funding program policies are not eligible under this program.

### 3.e. Financial Assistance for Project Development

Project Development funding allocations for Members will be discussed and determined during grant funding requests and grant workplan development.

Member staff must monitor and track hours worked on each project and grant. Members will invoice for staff hours worked and tracked for project development within the Mississippi River St. Cloud Watershed that supports the CWMP goals.

For purposes of Member time tracking, use the following granting agency accepted time tracking system. For BWSR Grants, see the applicable section(s) of the Grants Administration Manual.

### 3.f. Unreimbursed Member Contributions (Grant Match)

Member staff should monitor hours worked on each project and grant. All grant workplan project hours will be reported as in-kind grant match unless otherwise noted in the grant workplan or recommended by the IPC.

### 3.g. Procedures to Implement Policy

The Member will follow MRSCWE Grant Program Procedures to implement this policy.

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## 4. Technical and Engineering Assistance Policy

### 4.a. Introduction

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Technical and Engineering Assistance Program provides a funding mechanism to provide Technical and Engineering Assistance within the Mississippi River St. Cloud Watershed. Technical and Engineering Assistance is defined for each grant by the granting agency.

For example, BWSR Technical and Engineering Assistance activity category is described as:

*activities associated with technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects.*

This policy defines the use of grant funds from grants awarded to the MRSCWE to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the grantors and the Member, acting as the fiscal agent for the MRSCWE.

### 4.b. Compliance with Agreements, Plans, Manuals and Policies

It is the Member's responsibility to ensure its proposed Technical and Engineering Assistance activities comply with the following agreements, manuals, plans, and policies. Refer to these documents often when implementing these procedures.

- MRSCWE Policies
- The MRSCWE Biennial Workplan(s)
- MRSCWE grant workplan(s) and grant agreement(s)
- Member Subcontract Agreement(s)
- Grantor's Grant Administration Manual

### 4.c. Eligible Entities

Only Members that have: 1) adopted the MRSC CWMP, 2) signed the MRSC Joint Powers Agreement and 3) signed an agreement with the designated fiscal agent are eligible under this program.

### 4.d. Eligible and Ineligible Activities

Technical and Engineering Assistance for projects and practices that work toward accomplishing the goals in the MRSC CWMP are eligible.

Projects and practices that do not fit under the MRSC CWMP, the biennial workplan for the MRSCWE, the existing grant workplans and the applicable funding program policies are not eligible under this program.

Members will be responsible for project Operation and Maintenance inspections.

#### 4.e. Reimbursements for Technical and Engineering Assistance

Technical and Engineering Assistance funding allocations for Members will be discussed and determined during grant funding requests and grant workplan development.

Member staff must monitor and track hours worked on each project and grant. Members will invoice for staff hours worked and tracked for Technical and Engineering Assistance within the Mississippi River St. Cloud Watershed that supports the CWMP goals.

For purposes of Member time tracking, use the following granting agency accepted time tracking system. For BWSR Grants, see the applicable section(s) of the Grants Administration Manual.

#### 4.f. Unreimbursed Member Contributions (Grant Match)

Member staff should monitor hours worked on each project and grant. All grant workplan project hours will be reported as in-kind grant match unless otherwise noted in the grant workplan or recommended by the IPC.

#### 4.g. Procedures to Implement Policy

The Member will follow MRSCWE Grant Program Procedures to implement this policy.

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## 5. Education and Outreach Policy

### 5.a. Introduction

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Education and Outreach Program provides a funding mechanism to conduct education and outreach within the Mississippi River St. Cloud Watershed in planning and implementing education and outreach projects and practices (with corresponding staff time) to inspire environmental stewardship actions that make progress towards CWMP goals.

This policy defines the use of grant funds from grants awarded to the MRSCWE to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the grantors and Member, acting as the fiscal agent for the MRSCWE.

The Education and Outreach Team is a collaboration of staff composed of members of the Implementation Planning Committee and their respective offices.

### 5.b. Compliance with Agreements, Plans, Manuals and Policies

It is the Member's responsibility to ensure its proposed Education and Outreach programs and projects comply with the following agreements, manuals, plans, and policies. Refer to these documents often when implementing these procedures.

- MRSCWE Policies
- The MRSCWE Biennial Workplan(s)
- MRSCWE grant workplan(s) and grant agreement(s)
- Member Subcontract Agreement(s)
- Grantor's Grant Administration Manual

### 5.c. Eligible Entities

Only Members that have: 1) adopted the MRSC CWMP, 2) signed the MRSC Joint Powers Agreement and 3) signed an agreement with the designated fiscal agent are eligible under this program.

### 5.d. Eligible and Ineligible Activities

Programs and Projects that work toward accomplishing the Education and Outreach goals in the MRSC CWMP are eligible. The development and implementation of environmental education activities and programs such as workshops, clinics, publications, websites, presentations, fairs, etc. Education and Outreach activities must follow the grantor's policies for eligible activities. Members may submit projects to the Fiscal Agent, Watershed Coordinator, or IPC for eligibility review.

Programs and Projects that do not fit under the MRSC CWMP, the biennial workplan for the MRSCWE, the existing grant workplans and the applicable funding program policies are not eligible under this program.

### 5.e. Financial Assistance for Education and Outreach

Education and Outreach funding allocations for Members will be discussed and determined during grant funding requests and grant workplan development. Financial assistance to Members will be provided for costs associated with either the material and labor necessary to conduct education and outreach that support the MRSC CWMP.

Member staff must monitor and track hours worked on each project and grant. Members will invoice for staff hours worked and tracked for project development within the Mississippi River St. Cloud Watershed that supports the CWMP goals.

For purposes of Member time tracking, use the following granting agency accepted time tracking system. For BWSR Grants, see the applicable section(s) of the Grants Administration Manual.

### 5.f. Unreimbursed Member Contributions (Grant Match)

Member staff should monitor hours worked on each project and grant. All grant workplan project hours will be reported as in-kind grant match unless otherwise noted in the grant workplan or recommended by the IPC.

### 5.g. Procedures to Implement Policy

The Member will follow MRSCWE Grant Program Procedures to implement this policy.

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## 6. Planning, Assessment, Studies Policy

### 6.a. Introduction

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Planning, Assessment, and Studies Program provides a funding mechanism to support planning efforts, assessments, and studies within the Mississippi River St. Cloud Watershed.

This policy defines the use of grant funds from grants awarded to the MRSCWE to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the grantors and the Member, acting as the fiscal agent for the MRSCWE.

### 6.b. Compliance with Agreements, Plans, Manuals and Policies

It is the Member's responsibility to ensure its proposed planning efforts, assessments, and studies comply with the following agreements, manuals, plans, and policies. Refer to these documents often when implementing these procedures.

- MRSCWE Policies
- The MRSCWE Biennial Workplan(s)
- MRSCWE grant workplan(s) and grant agreement(s)
- Member Subcontract Agreement(s)
- Grantor's Grant Administration Manual

### 6.c. Eligible Entities

Only Members that have: 1) adopted the MRSC CWMP, 2) signed the MRSC Joint Powers Agreement and 3) signed an agreement with the designated fiscal agent are eligible under this program.

### 6.d. Eligible and Ineligible Activities

Planning efforts, assessments, and studies that work toward accomplishing the goals and implementation schedule in the MRSC CWMP are eligible.

Activities that do not fit under the MRSC CWMP, the biennial workplan for the MRSCWE, the existing grant workplans and the applicable funding program policies are not eligible under this program.

### 6.f. Financial Assistance

Planning, Assessments, and study funding allocations for Members will be discussed and determined during grant funding requests and grant workplan development. Financial assistance to Members will be provided for costs associated with either the material and labor necessary to conduct planning, assessments, and studies that support the MRSC CWMP. Member cost-share policies will be followed for planning, assessments, and studies.

Member staff must monitor and track hours worked on each project and grant. Members will invoice for staff hours worked and tracked for project development within the Mississippi River St. Cloud Watershed that supports the CWMP goals.

### 6.f. Unreimbursed Member Contributions (Grant Match)

Member staff should monitor hours worked on each project and grant. All grant workplan project hours will be reported as in-kind grant match unless otherwise noted in the grant workplan or recommended by the IPC.

### 6.g. Procedures to Implement Policy

The Member will follow MRSCWE Grant Program Procedures to implement this policy.

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## 7. Capital Improvement Policy

### 7.a. Introduction

The Mississippi River St. Cloud Watershed Entity (MRSCWE) Capital Improvement Program provides a funding mechanism to work with public and private landowners within the Mississippi River St. Cloud Watershed in implementing on-the-ground projects and practices to implement the CWMP.

This policy defines the use of grant funds from grants awarded to the MRSCWE to implement the MRSC CWMP. These funds are provided to the MRSCWE by grant agreements between the grantors and the Member acting as the fiscal agent for the MRSCWE.

### 7.b. Compliance with Agreements, Plans, Manuals and Policies

It is the Member's responsibility to ensure its proposed project/practice complies with the following agreements, manuals, plans, and policies. Refer to these documents often when implementing these procedures.

- MRSCWE Policies
- The MRSCWE Biennial Workplan(s)
- MRSCWE grant workplan(s) and grant agreement(s)
- Member Subcontract Agreement(s)
- Grantor's Grant Administration Manual

### 7.c. Eligible Entities

Only Members that have: 1) adopted the MRSC CWMP, 2) signed the MRSC Joint Powers Agreement and 3) signed a Member Subcontract Agreement with the MRSCWE are eligible under this program.

### 7.d. Eligible and Ineligible Activities

**Capital Improvement Projects Eligibility.** Capital projects, as defined within the MRSC CWMP, are eligible under this program if they follow the current design standards specified in this policy.

Projects and practices that do not fit under the MRSC CWMP, the biennial workplan for the MRSCWE, the existing grant workplans and the applicable funding program policies are not eligible under this program.

**Design Standards.** The Member proposing a project or practice is responsible for project design. Design for projects and practices will be consistent with either: 1) the Natural Resource Conservation Service NRCS Field Office Technical Guide (FOTG) practice standards, 2) standards contained in the Minnesota Stormwater Manual or 3) professionally accepted engineering standards. Design standards will include specifications for operation and maintenance for the life of the practice, including an inspection schedule, roles and responsibilities and procedures. Capital Improvement Projects will have a minimum life of twenty-five (25) years and the beginning date for a practice's effective life is the same date final payment is approved and the project is considered complete.

**Contributing Watershed.** Projects and practices where runoff or sediment from the contributing watershed will prevent the project or practice from achieving the intended purpose with normal operation and maintenance are ineligible.

**Previously Installed Conservation Practices.** If the proposed project or practice is to repair damage to previously-installed conservation projects or practices, the project or practice is eligible only if the original project or practice was installed using approved standards and specifications, and the damage or failure was caused by reasons beyond the control of the land occupier and not due to design flaws, improper maintenance or removal of the practice within the project's effective life to the current design standards specified in this policy. Projects and practices beyond their effective life are eligible under this agreement and subject to the current design standards specified in this policy.

**Existing Project Failure Due to Lack of Maintenance.** Any land occupier who has an existing conservation project/ practice that has failed within its expected life, due to lack of maintenance, and has neglected to rectify this failure is not eligible to receive funds under this program.

**Required Projects.** Cost-share is not available for projects or practices that are required by statutory responsibilities and regulations, rules, and ordinance administered by the members participating in the MRSCWE.

## 7.e. Technical Assistance Provider(s)

To ensure long-term public benefit of constructed projects, all projects and practices implemented under this program will utilize designated technical assistance provider(s), listed below. It is the responsibility of the Member providing the technical assistance provider(s) to demonstrate said technical assistance provider(s) have the appropriate technical expertise, skills, and training for their assigned role(s).

1. **Licensed Professional Engineer.** Technical assistance for this program may be provided by the West-Central Technical Service Area (WCTSA) Engineer, County Engineers, NRCS Engineers, or other licensed professionals (such as engineers, architects).
2. **NRCS Job Approval Authority (JAA).** Technical assistance for this program may also be provided by SWCD, WCTSA, or NRCS technical staff with NRCS Job Approval Authority for practice investigation, design, and construction phases of the applicable practice. Staff credentials will be maintained at their respective offices and shall be made available to any other member of the MRSCWE, as well as the granting agency, upon written request.
3. **Local Expertise.** Local SWCD, WD, or County staff or approved technical representative that do not have JAA may have the expertise, skills, and training to identify project and practice need, complete surveys, design projects and practices, and inspect the same. In these cases, staff with JAA or a Licensed Professional Engineer must sign off on the work completed by said staff.

## 7.f. Financial Assistance

Financial assistance to public or private landowners will be provided for costs associated with either the material and labor necessary to install the project or practice on the ground, or an incentive payment for a land occupier to implement a project or practice. The total amount of assistance will be calculated utilizing a flat-rate or percent-based approach. Contracts between land occupiers and the Member proposing projects or practices are required.

**Member Policies.** Each Member may follow an internal cost-share policy for implementing on-the-ground projects and practices to protect and/or restore priority water resources within the following restrictions. Members must provide the Fiscal Agent with the Member's active cost-share policies, the effective dates, and submit updating policies within thirty (30) days from taking effect.

**Maximum percent-based on receipts or invoices.** The maximum cost share percentage utilizing MRSCWE grant funds is ninety percent (90%) of the installation cost. Non-MRSCWE funds combined may not exceed 100% of the total project or practice installation cost and may not be from the same funding source (state matching state, federal matching federal, etc.)

**Non-MRSCWE contributions.** A land occupier may provide the remainder of the local share of the implementation cost through in-kind services as outlined in the MRSCWE Land Occupier In-kind Labor Policy or non-MRSCWE funds provided the non-MRSCWE funds are not from the same funding source (state matching state, federal matching federal, etc.)

### 7.g. Project Assurances

The grantee must provide assurances that landowners or land occupiers receiving this funding will keep the practice in place for its intended use for the expected lifespan of the practice. Such assurances may include easements, deed recordings, enforceable contracts, performance bonds, letters of credit, and termination or performance penalties. The grantor may allow replacement of a practice or project that does not comply with expected lifespan requirements with a practice or project that provides equivalent water quality benefits. For BWSR grants, see the Projects Assurances section of the Grants Administration Manual.

### 7.h. Operation & Maintenance Plan(s)

Identifying operation and maintenance activities specific to the installed practices is critical to ongoing performance of installed practices as well as to planning and scheduling those activities. The designated technical service provider must prepare an operation and maintenance plan specific to each contract. The operation and maintenance plan must detail the maintenance activities that are likely to be needed, specify how and when to accomplish them, ensure adequate access to the project site for all inspections to occur and identify both the inspection schedule for the life of the project and the qualified staff necessary to complete said inspections.

### 7.i. Inspections

Inspections will verify that all components of the practice remain in place and are in good repair, identify repairs necessary in accordance with the operation and maintenance plan, and identify further assessment or action needed if necessary repairs are beyond the scope of the operation and maintenance plan. The Member will maintain adequate inspection records (ex. field notes, survey notes, site photos, assessment forms, notes from follow-ups, documentation of needed maintenance and efforts made to achieve compliance) and said records are subject to review by the Watershed Coordinator, Fiscal Agent or the granting agency at any time, subject to the Member's state-approved record retention schedule.

The Minimum inspection schedule for **Capital Improvement Projects with a minimum 25 year life** will follow member policies or standard operating procedures.

## 7.j. Failures to Projects or Practices

**Failure to Maintain Practices.** Should the land occupier fail to maintain the practices during their effective life according to the operation and maintenance plan, the land occupier is liable to the Member for up to one hundred fifty percent (150%) of the financial assistance received to install the practice. Funds received by the Member from a land occupier who has failed to maintain a practice are to be utilized by the Member in a manner consistent to the original contract and contract period and the applicable Grant Workplan or are to be transferred to the Fiscal Agent within a reasonable time, less administrative costs to recover the funds from the land occupier.

**Failure Due to Design or Construction Flaws.** If a project or practice failure occurs within its expected life, and said failure is due to issues with the project or practice design, or construction, the following process will be followed:

- The Member will be consulted about issues on site. The Member will inform the Fiscal Agent and Watershed Coordinator within a reasonable timeframe, and the same will inform the granting agency.
- The party responsible for the design is responsible for the cost to correct the failure.
- The Member works with the land occupier(s) to correct the failure. This expense is likely to be ineligible for grant funding.

**Failure Due to Acts of God and/or Force Majeure.** If a project or practice failure occurs that is beyond the control of the land occupier and not due to the failures listed above, the following process will be followed:

- The Member will be consulted about issues on site. The Member will inform the Fiscal Agent and Watershed Coordinator within a reasonable timeframe.
- The Member can seek funding to correct such failures under the grant covered by this procedure per section "failure to maintain practices". Such cases will be considered by the JPE Board on a case-by-case basis.

## 7.k. Procedures to Implement Policy

The Member will follow MRSCWE Grant Program Procedures to implement this policy.

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## 8. Land Occupier In-kind Labor Policy

Land Occupier In-kind Labor is often an important part of project completion and can add a degree of ownership to projects that is favorable to the life and function of any given practice.

If in-kind labor will be used in project completion the following will be required:

- a. Land occupiers will be required to maintain an in-kind labor log.
- b. Any time involving equipment should be documented using equipment hours in order to sufficiently account for use of equipment and in-kind rates associated with that activity.
- c. Any land occupier project costs need to be well documented with supporting documentation including but not limited to receipts, pictures, invoices, returns, miles etc.

All labor and equipment rates must be based on the most recent rates adopted by Member policy, such as Iowa Farm Custom Rate Survey.

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## 9. Grant Workplan and Budget Changes Policy

This policy defines how the MRSCWE may make changes to biennial workplans and grant budgets within the granting agencies' policy and guidelines.

When a granting agency allows grantee discretion for workplan changes, the IPC may direct the Fiscal Agent to make such change(s) if the following occur:

- 1) The MRSCWE Board is informed of the change(s) at their next meeting.
- 2) the change(s) align with all MRSCWE policies and agreements,
- 3) the change(s) align with the approved Comprehensive Water Management Plan, and
- 4) all granting agency policies and grant agreements are followed.

When a granting agency requires a formal workplan revision or grant agreement amendment, the MRSCWE may direct the Fiscal Agent to make such change(s) if the following occur:

- 1) The change(s) align with all MRSCWE policies and agreements,
- 2) the change(s) align with the approved Comprehensive Water Management Plan, and
- 3) all granting agency policies and grant agreements are followed.

For example, the granting agency, BWSR, provides grantees with the "Grant Agreement Amendments and Work Plan Revisions" on the BWSR website to determine if a change qualifies under grantee discretion, workplan change, or grant agreement amendment.

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## 10. Deed Restriction Policy

**This topic to be discussed during the May 1<sup>st</sup> JPE Board meeting. Example language for a deed restriction policy, or a policy that defers to local Member policies, is included below for reference.**

### **Deed Restrictions**

Cost-share projects must contain a deed restriction and easement agreement for projects with a cost greater than \$XX,XXX and with a XX-year or longer anticipated life to compel the current and future landowners to maintain the project. Members may choose to have a more restrictive policy. Such deed restrictions shall expire at completion of the anticipated project life, as specified in the landowner agreement. Deed restrictions and easement agreements are not required for publicly or tribally owned land, permanently protected land, or fee to trust land.

### **Or**

Grant funded projects may or may not include a deed restriction following each Member's local policies.

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# Joint Powers Entity

Board Meeting Agenda Packet

## Agenda Item #10: Subcontract Agreement and Statement of Work Template

The MRSCWE will have a series of contracts in place to receive funding from BWSR and distribute funds to Members for completion of tasks that advance the goals of the Comprehensive Watershed Management Plan. Staff have reviewed contractual documents used by the Rum River Watershed Partnership, another Joint Powers Entity, and are recommending these same documents for use by the MRSCWE. Templates have been developed based upon the Rum River documents and are presented here in draft form.

These templates have been reviewed by the Rum River Watershed Partnership's hired attorney but have not yet been presented to or reviewed by local attorneys representing the MRSCWE partners. They are thus presented in early draft form and are subject to change.

During the board meeting, staff will lead a presentation on the proposed flow of contracts between the MRSCWE and grantees and subrecipients. Less attention will be directed towards the specific language within these contracts as this has been developed by an attorney. Staff will however seek discussion and guidance on the preferred process for review by local attorneys.

There are two contract documents that follow:

**1. Member Subcontract Agreement Between MRSCWE and (local member)**

This template document sets the terms and conditions for a Member to receive funds from the MRSCWE. Any Member receiving funds from MRSCWE would sign this document. The document references a "Statement of Work" which is a separate and smaller contract to be attached to this larger agreement.

**2. Statement of Work to the Member Subcontract Agreement Between MRSCWE and (local member)**

The Statement of Work (SOW) outlines specifics for a members proposed projects and programs including what work is to be completed, what deliverables are anticipated, and both the amount of funding requested and the amount of match funds generated. A new SOW may be created whenever funds are requested and may include multiple types of projects and programs, as well as a variety of activity components. A SOW may be created should the need arise to amend a previous SOW. SOWs are designed to streamline the movement of funds while allowing for a clear depiction of how those funds are to be used.

**MEMBER SUBCONTRACT AGREEMENT BETWEEN  
MISSISSIPPI RIVER ST CLOUD WATERSHED ENTITY  
AND CHOOSE AN ITEM.**

This Member Subcontract Agreement (“**Agreement**”) is made by and between the Mississippi River St. Cloud Watershed Entity (“**MRSCWE**”), 110 2<sup>nd</sup> St. S #128, Waite Park, MN 56387, and the CHOOSE AN ITEM. (“**Member**”), **Address**. The MRSCWE and the Member may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The MRSCWE 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 MRSCWE has adopted the Mississippi River St. Cloud Comprehensive Watershed Management Plan, dated December 2024 (“**MRSCWE Plan**”).
- C. The MRSCWE intends to facilitate and support the construction or implementation of projects or programs through the local units of government that entered into, and that are members of, the JPA to meet its obligations under the MRSCWE Plan.
- D. Rather than enter into full agreements with the members for each project or program they undertake, the MRSCWE and its members determined the better approach is for the MRSCWE to enter into a single member subcontract agreement with each member that sets out the terms and conditions under which the MRSCWE will provide funding for projects or programs. For each project or program, the MRSCWE and member will then agree on a statement of work (“**Statement of Work**”) that identifies the specifics related to the project or program, including the funding, and which is carried out in accordance with the terms and conditions of this Agreement.
- E. The Member is one of the members to the JPA and desires to enter into this Agreement to facilitate the receipt of funding for specific projects or programs 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 Member will undertake specific projects or programs approved and funded, at least in part, by the MRSCWE through separate statements of work issued for each project or program to assist in implementing the MRSCWE Plan.
- 2. **GRANTS.** The parties agree that funding for individual projects or programs approved by the MRSCWE and undertaken by the Member pursuant to a Statement of Work shall be provided in accordance with this section.

- (a) Individually Authorized. The MRSCWE agrees to provide the Member a grant to fund specific projects or programs mutually agreed upon by the MRSCWE and the Member. The total amount of the grant funds for a project or program (each, the “**Grant Funds**”) will be set out in a Statement of Work approved by the parties for the particular project or program (each, the “**Project**” or “**Program**”). Nothing in this Agreement obligates the MRSCWE to provide funding beyond the amount of grant funds made available to the MRSCWE for a project or program.
  - (b) Grant Funds. The Grant Funds provided by the MRSCWE for a project or program shall be provided as a reimbursement of the costs the Member incurs in carrying out the project or program. The MRSCWE may retain grant funds until the Member verifies completion of all project or program components, provided all deliverables, and an acceptable operations and maintenance plan for the constructed project or program.
  - (c) Distribution. The MRSCWE will reimburse the Member for expenses incurred in the project or program up to the total amount of Grant Funds, which is the maximum amount to be provided under the Statement of Work. The MRSCWE will review and act on reimbursement requests in accordance with the MRSCWE Policies, as they may be amended from time to time. All other costs and expenses incurred by the Member in completing the work of the project or program will be the responsibility of the Member. Only costs and expenses identified in the Statement of Work as “reimbursable” are eligible for reimbursement by the MRSCWE. The MRSCWE will not reimburse the Member for expenses incurred by the Member that are paid or reimbursed by a grant from another source. There may be delays in payment from waiting for the MRSCWE fiscal agent’s Board approval, or if reimbursement requests overlap distribution of funding source dollars. Neither the MRSCWE fiscal agent nor the MRSCWE shall be liable to the Member for costs incurred that are not paid by the funding source.
  - (d) Reimbursement Requests. The MRSCWE will disburse funds to the Member based on payment requests submitted by the Member and approved in accordance with MRSCWE 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 or program budget. Upon verification of the adequacy of a written disbursement request and consistency with the terms of this Agreement, the MRSCWE will disburse the requested amount to the Member within four weeks after receipt of a written disbursement request.
3. **PROJECT OR PROGRAM CONSTRUCTION OR IMPLEMENTATION**. The Member agrees to undertake and construct or implement the project or program in accordance with this section.
- (a) Approved Plans. The Member shall construct or implement the project or program in accordance with plans and specifications (collectively, the “**Plans**”) identified in the Statement of Work for the project or program. 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 MRSCWE. A proposed change to the Plans submitted to the MRSCWE for approval must include the estimated budget impact resulting from the change.

- (b) Project or Program Schedule. The Member will complete the project or program by the completion date set out in the Statement of Work, unless the MRSCWE approves an extension in writing. Failure to complete the project or program by the indicated completion date, or any approved extensions, shall constitute a breach of this Agreement.
- (c) Contractors. If the Member retains one or more contractors (collectively, the “**Contractor**”) to construct or implement the project or program, the Member will let the contract in accordance with all applicable contracting laws. The Member 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 or program to ensure it is completed in accordance with 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 MRSCWE as an additional insured on all liability policies required by the Member and require the MRSCWE be given the same notification of cancellation or non-renewal as is given to the Member;
  - (4) Provide the MRSCWE copies of the Contractors’ certificates of insurance upon request;
  - (5) Require the Contractor to defend, indemnify, protect, and hold harmless the MRSCWE and the Member, 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 or program is completed in accordance with the Plans. However, the MRSCWE may observe and review the work of the project or program until it is completed.
- (d) Site Investigation. If the project or program is a construction project, the Member shall perform all necessary investigations of the site to determine suitability to construct the project or program and to identify any contamination or other conditions that may impact the construction of the project or program. The Member shall not proceed with the project or program 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 Member and its Contractor in furtherance of this Agreement must be performed in accordance with the Plans approved for the project or program. The Member shall be responsible for administering its contract with the Contractor and for overseeing construction or implementation of the project or program.
- (f) Operation and Maintenance. The Member is responsible for maintaining the project or program once it is completed for the entire lifespan of the project or program 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 MRSCWE. The approved Operations and Maintenance Plan shall be incorporated in and made part of this Agreement by reference.

- (g) Maintenance Inspection. The MRSCWE may inspect the project or program and its maintenance at all reasonable times to determine the Member's on-going compliance with the Operations and Maintenance Plan.
4. Member Obligations. In addition to the other obligations imposed by this Agreement, the Member shall comply with the following with respect to the use of the Grant Funds and construction or implementation of the project or program.
- (a) Use of Grant Funds. The Member shall only use the Grant Funds for the eligible costs of the project or program as described in the Statement of Work issued for the project or program.
- (b) Oversight. The Member shall ensure the project or program is designed and overseen by persons with credentials and using specifications as specified in funding source policy, MRSCWE policy, and the Plans.
- (c) Cost Overruns. The Member agrees that any cost overruns are the sole responsibility of the Member.
- (d) Reporting. The Member shall submit regular progress reports to the MRSCWE on the status of the project or program as may be further specified in the Statement of Work. The Statement of Work may require a project or program close-out meeting with the MRSCWE staff prior to the project or program completion date or as may otherwise be specified in the Statement of Work.
- (e) Accounting and Record Keeping. The Member 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 MRSCWE, the Member agrees to comply with the terms and conditions of the associated grant agreement, including performing the duties of the MRSCWE under the grant agreement as may be needed given the Member's role as the entity responsible for constructing or implementing and administering the funded project or program. The MRSCWE and the Member agree to work cooperatively and in a timely fashion to satisfy the requirements of any such grant agreements.
- (h) MRSCWE Policies. The Member shall comply with the applicable provisions of the MRSCWE Policies adopted by the MRSCWE in constructing or implementing the project or program.

- (i) **Legal Compliance.** The Member 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 or program pursuant to a Statement of Work. Failure to comply shall constitute a material breach and serves as just cause for the MRSCWE to terminate this Agreement immediately upon providing a written notice of termination.
5. **STATEMENT OF WORK.** No project or program will be funded under this Agreement unless the parties first agree to and execute a Statement of Work for the specific project or program. Each Statement of Work approved by the parties is incorporated into and made part of this Agreement by reference. A project or program 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 or program name, location, and a general description of the purpose for the project or program;
  - (b) A description of how the project or program will further the goals of the MRSCWE Plan;
  - (c) Project or program budget, reimbursable costs, and total amount of available grant funds;
  - (d) Project or program phases, schedule, and completion date;
  - (e) Deliverables;
  - (f) Project or program plans; and
  - (g) Required project or program 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, 2027, 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 up to three (3) additional terms not to exceed 3 years each and terminating no later than December 31, 2032. The following sections and paragraphs survive termination or expiration of this Agreement: Operations and Maintenance; Indemnification; Audit; Data Practices Act; and Maintenance Inspection.
7. **EARLY TERMINATION.** The MRSCWE may terminate this Agreement for just cause. Just cause includes, but is not necessarily limited to, the MRSCWE, in its reasonable discretion, determining the Member used Grant Funds for any purpose other than in furtherance of the project or program or has otherwise breached a material term of this Agreement. The MRSCWE shall give the Member not less 14 days written notice of termination. The termination shall be effective as of the date indicated in the notice, unless the MRSCWE determines the Member has fully cured the breach prior to that date. Upon early termination by the MRSCWE, the Member shall only be entitled to reimbursement for work on the project or program 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 Member if funding at an aggregate level sufficient to fund this Agreement becomes unavailable.

8. **INDEPENDENT CONTRACTOR.** The Member 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 MRSCWE is not an employer, Member, or co-venturer with the Member for any purpose, and will have no responsibility or liability for the acts or omissions of the Member. Nothing herein authorizes the Member to act as an agent or representative of the MRSCWE for any purpose.
9. **COMPLIANCE WITH GRANT POLICIES.** The Member and the MRSCWE shall comply with all applicable funding source policies, and MRSCWE comprehensive Policy as may be updated from time to time by the MRSCWE Board. If the funding source is the Minnesota Board of Water and Soil Resources, the Member 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 MRSCWE. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Member individually or jointly with others.
11. **INTELLECTUAL PROPERTY RIGHTS.** The Member agrees to comply with the intellectual property rights terms of the funding source.
12. **INDEMNITY AND HOLD HARMLESS.**
  - (a) The Member shall indemnify the MRSCWE, 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 Member hereunder or any part thereof.
  - (b) The Member agrees to indemnify and hold harmless the MRSCWE, 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 MRSCWE 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 or program. The Member shall, in no event, be liable for loss or damage resulting from the negligent acts or omissions of the MRSCWE or its representatives or agents.
  - (c) The MRSCWE shall indemnify and hold harmless the Member, its agents, employees, and directors from any damages, penalties, or claims incurred in connection with MRSCWE's processing of receipts or funds, payment of monies or any other duties under this Agreement or in connection with a MRSCWE grant. The MRSCWE shall not be regulated to indemnify or hold the Member 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 Member 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 or program by the Member, its agents, representatives, employees, or contractors. The Member 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 Member shall be responsible for the performance of any Contractor or subcontractor performing any work or services on the project or program contemplated under this Agreement. Any subcontractor working with Member shall be bound by all terms and conditions of this Agreement and the Statement of Work. The Member shall not assign its interest in this Agreement without the prior written approval of the MRSCWE and subject to such conditions and provisions as the MRSCWE may deem necessary.
15. **NONDISCRIMINATION.** In accordance with Minnesota Statutes, section 181.59, the Member 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 or program. 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 Member related to the project or program are subject to examination by the MRSCWE 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 MRSCWE Policies as adopted by the MRSCWE, 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 or program, the provision in the Statement of Work shall be controlling, but only with respect to that project or program.
23. **WAIVER.** The failure of the MRSCWE or the Member 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 MRSCWE and the Member 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 Member will be directed to:

MEMBER Authorized Representative (or successor)

Member address

Member email address

Notice for the MRSCWE will be directed to:

Tina Diedrick, MRSCWE Chair (or successor)

c/o Sherburne Soil and Water Conservation District

425 Jackson Ave NW

Elk River, MN 55330

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.

**MISSISSIPPI RIVER ST CLOUD WATERSHED ENTITY** CHOOSE AN ITEM.

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Statement of Work (SOW) Instructions:

## GENERAL NOTES & DEFINITIONS

- For a given round of funding requests, put all of your projects and programs with applicable activities into one SOW as much as possible. Multiple SOWs may be submitted throughout the duration of a grant period.
- Each SOW may contain multiple projects and programs. Some projects and programs will have multiple activities, such as “tech/engineering” and “education/outreach” in addition to on-the-ground practices.
- Alternatively, one activity, such as “tech/engineering,” may do work on multiple projects or programs.
- **An activity is:** A grant-defined “activity.” See [BWSR elink guidance](#) for a list of all activities but remember that our grant work plan includes only certain activities. The SOW dropdown menus include all eligible activities.
- **A project is:** An individual effort that yields an outcome (e.g. the Miller stormwater pond).
- **A program is:** A series of related projects (e.g. the 2025-2027 Sherburne SWCD Stormwater BMP Program).

## STEPS BEFORE YOU BEGIN FILLING OUT THE SOW

1. **Complete the Funding Request form**, which is an Excel spreadsheet on the MRSCWE Google Drive for *each* activity. That Excel file is meant for documenting everyone’s activities.
2. **The Implementation Planning Committee (IPC)** will recommend funding requests to the JPE Board.

## SIMPLIFIED INSTRUCTIONS

1. Select your office within the appropriate places in the document, update the SOW ID.
2. Complete Table 1 (SOW Summary) with your projects and programs from the MRSCWE Project and Program Proposal Form. Categorize your projects and programs by activity. Calculate totals at the bottom of the table.
3. Complete Exhibit A and B with applicable maps or photos.
4. Complete Exhibit C by copying/pasting from the MRSCWE Proposal Form. Filter it for your projects and the current round of requests.
5. Sign the SOW after getting appropriate approvals from your board.
6. Email it to the Watershed Coordinator and Fiscal Agent to include in the JPE Board agenda packet.

## DETAILED INSTRUCTIONS

1. **Header**
  - a. **Member name:** Your agency’s name. Must be a MRSCWE member, select from the dropdown menu.
  - b. **SOW ID:** The naming convention is the same as in the MRSCWE Project and Program Proposal Form. It is “*grant-Member-number*” such as “FY25WBIF-Benton SWCD-01.”
2. **Section 1, Table 1: SOW Summary**
  - a. **Project or Program name(s):** Copy these from the MRSCWE Project and Program Proposal Form.
  - b. **Activity:** These are the grant-defined activities. Select from the dropdown menu.
  - c. **Grant funding amount:** Amount of funding to be approved by the MRSCWE board.
  - d. **Non-state match:** The amount that you, as the Member, will provide as match to the project.
  - e. **Totals:** Sum the grant funding and non-state match columns here.
3. **Exhibit A: Project or Program Map.** Create your own map or maps. Examples might be an image of the plan’s multiple benefit analysis areas, map of multiple project locations, project drainage area, etc. A medium scale will allow the Board to know where your activity is in the watershed, but also relative to, say, the benefitting waterbody. Save it as an image on your computer and then click the image icon in the SOW to add it.
4. **Exhibit B: Project or Program Photos.** For activities with a known location, such as construction projects, provide pre-project site condition photos. Click the photo control box in the form and navigate to photo to insert it. Add or delete photo control boxes as needed.
5. **Exhibit C: Project or Program Detail.** This table is to be copied from the MRSCWE Project and Program Proposal Form. It is the tab titled “SOW Exhibit C.” Filter it for your projects and the current round of requests. Copy the resulting table as an image using a screen capture tool, or copy/paste as an image.
6. **Review/edit for professional appearance.** The SOW is provided to the JPE Board and provides them with the details regarding what work is to be completed, the connection to the Comprehensive Watershed Management Plan, and all costs for this work so be sure to paint a clear picture of what your project or program is all about. This is also a contract so make sure it looks professional (e.g. tables should not split across pages, etc.).
7. **Email the SOW to the Watershed Coordinator and Fiscal Agent.** The SOW will be presented to the JPE Board at the next board meeting. To allow time to process multiple SOWs and include in a board packet, please email this ~10 days prior to the JPE Board meeting date.

**STATEMENT OF WORK  
TO THE MEMBER SUBCONTRACT AGREEMENT BETWEEN  
MISSISSIPPI RIVER ST CLOUD WATERSHED ENTITY  
AND THE CHOOSE AN ITEM.**

**Statement of Work ID: FY25WBIF-SCD-01**

This Statement of Work is issued and agreed to pursuant to the Member Subcontract Agreement entered into between Mississippi River St. Cloud Watershed Entity (“**MRSCWE**”) and the CHOOSE AN ITEM. (“**Member**”) and is subject to the terms and conditions of the Master Project Agreement. All grant activities specified and detailed herein shall be performed in accordance with the Member Subcontract Agreement, MRSCWE 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. ALLOCATION OF GRANT FUNDS**

The MRSCWE will reimburse the Member amounts not to exceed those shown in Table 1 for costs incurred in delivering the Project or Programs described below. The funding source is the following MRSCWE grant: MRSCWE WBIF FY25. To be eligible, expenses must occur after the grant and Member Subcontract Agreement execution, and no sooner than the day that this Statement of Work is executed. Funds must be spent by the CHOOSE AN ITEM..

**Table 1. SOW Summary.** Multiple Projects and Programs may be in the same statement of work.

<b>PROJECT OR PROGRAM NAME</b>	<b>ACTIVITY</b>	<b>GRANT FUNDING AMOUNT</b>	<b>NON-STATE MATCH</b>
2025-2027 Streambank and Shoreline Restoration in Clearwater Mgmt Zone in Stearns County	<b>Streambank / Shoreland</b>	\$20,000.00	\$10,000.00
2025-2027 Streambank and Shoreline Restoration in Clearwater Mgmt Zone in Stearns County	<b>Technical Engineering Assistance</b>	\$4,000.00	\$0.00
2025-2027 Fiscal Agent Services	<b>Administration / Coordination</b>	\$55,000.00	\$0.00
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
	<i>Choose an item.</i>		
<b>TOTAL</b>	<i>n/a</i>	\$79,000.00	\$10,000.00

II. SCOPE OF WORK

Member will carry-out activities & projects as described in Exhibit A (Project or Program Map), Exhibit B (Project or Program Photos) and Exhibit C (Project or Program Detail).

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

**MISSISSIPPI RIVER ST CLOUD WATER  
ENTITY**

CHOOSE AN ITEM.

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

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

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

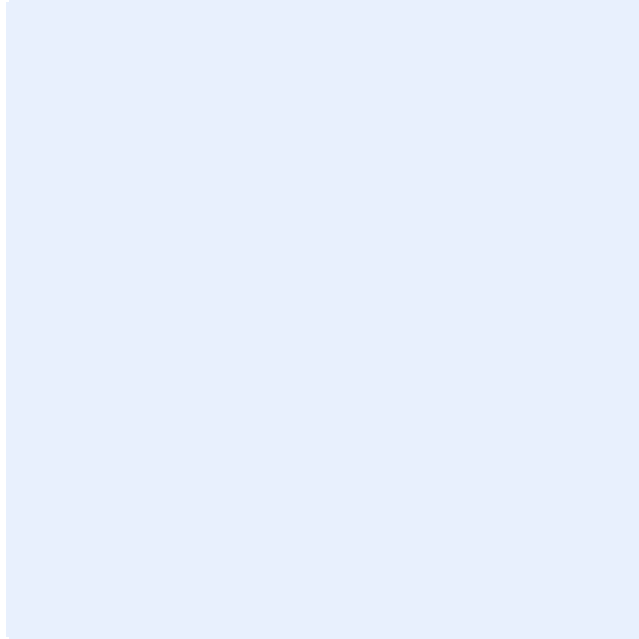
Title: \_\_\_\_\_

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

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

**EXHIBIT A: PROJECT OR PROGRAMS MAP**

**Description of map:** Click or tap here to enter text.

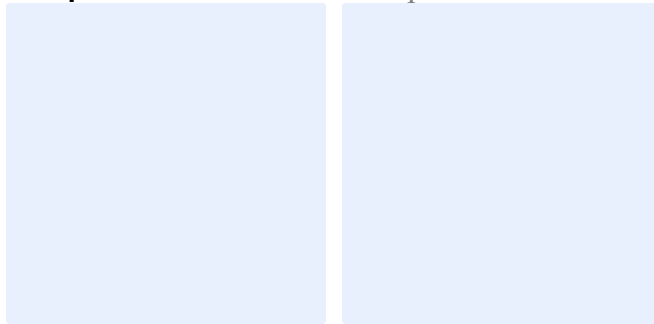


**EXHIBIT B: PROJECT OR PROGRAMS PHOTOS**

**Description of photos below:** Click or tap here to enter text.



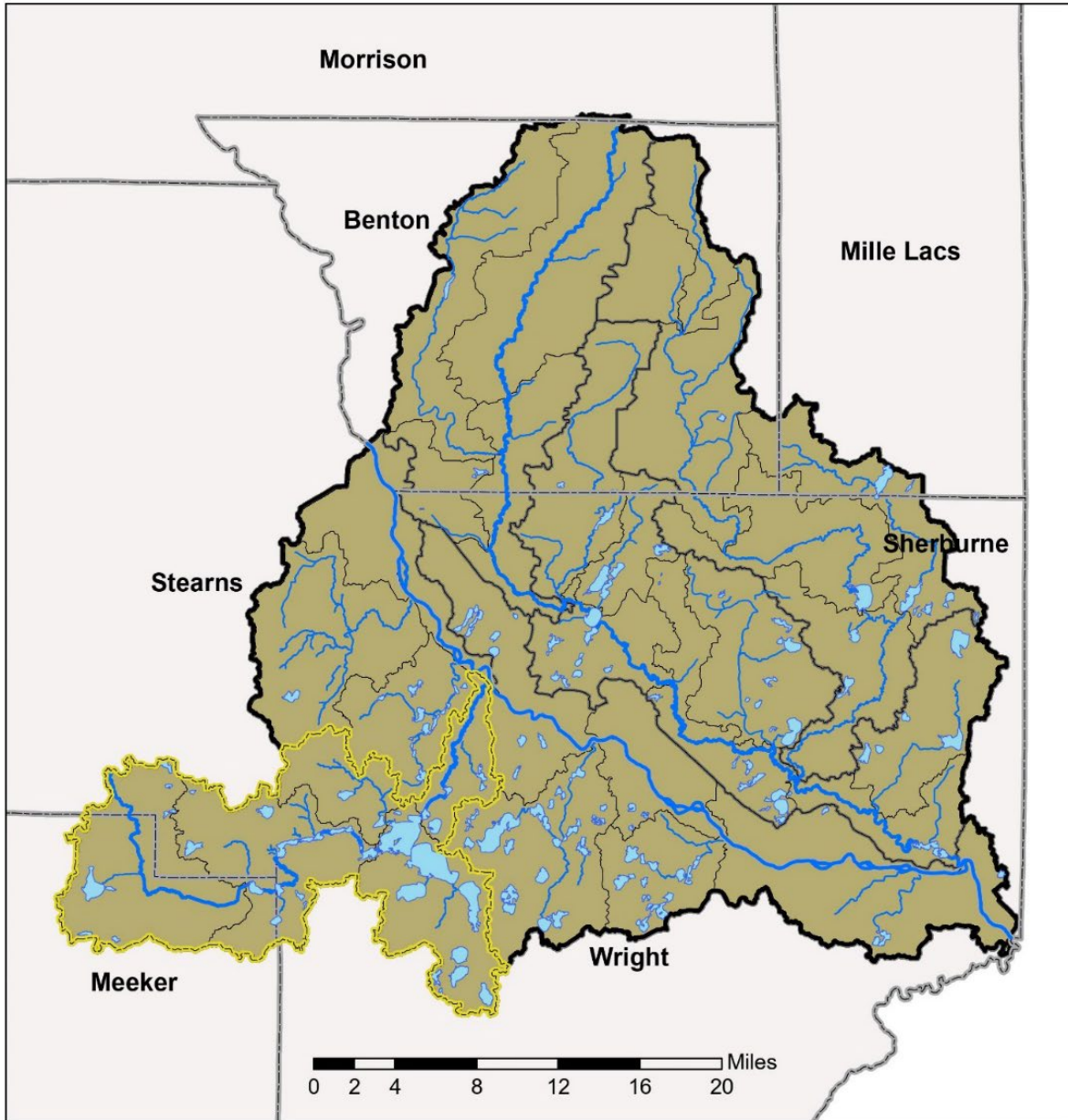
**Description of photos below:** Click or tap here to enter text.



## EXHIBIT C: Project or Programs Detail

Statement of Work ID	Project or Program Name	Description and Deliverables	Lead Agency	Timeline for Implementation	Priority Issue(s)	Activity Category 1	Activity Budget	Activity Category 2	Activity Budget	Activity Category 3	Activity Budget	Total Request	Committed Non-State Match
FY25WBIF-SCD-01	2025-2027 Streambank and Shoreline Restoration in Clearwater Mgmt Zone in Stearns County	Implement 2-3 shoreline or streambank restoration projects along priorities water resources within the Clearwater River Management Zone in Stearns County	Stearns CD	July 2025 - September 2027	SW1: Pollutant Runoff	Streambank or Shoreland Protection	\$20,000.00	Technical / Engineering Assistance	\$4,000.00	0	\$0.00	\$24,000.00	\$10,000.00
FY25WBIF-SCD-01	2025-2027 Fiscal Agent Services	Full accounting of all JPE financial components, records retention, disbursement of funds as directed by the board, auditing processes, reporting to JPE Board and IPC on financial matters	Stearns CD	July 2025 - December 2027	n/a	Administration / Coordination	\$55,000.00	0	\$0.00	0	\$0.00	\$55,000.00	\$0.00

## MRSC Watershed Project Planning Boundary



- |   |  |
|---|--|
|  Planning Boundary                   |  HUC 10           |
|  Clearwater River Watershed District |  HUC 12           |
|  Named Lakes                         |  County Boundries |
|  Large Rivers                        |  Streams          |





# Joint Powers Entity

*Board Meeting Agenda Packet*

## MRSC Watershed Joint Powers Board Meeting Norms and Guidelines

### Process Norms

- Follow Robert's Rules of Order
- Everyone will contribute to the conversation
- Strive for consensus and support the final outcomes/decisions
- Decisions will be based in sound science
- All voices count. All opinions are valid, but offer reasoning behind your thinking
- Ask clarifying questions to seek further understanding
- Note-taker is to capture highlights of the discussion and decisions made, but not detailed minutes

### Preparation Norms

- Meetings will start / end on time
- Members will complete pre-work, read materials, and be prepared to meet
- Request additional information prior to meeting if necessary
- We will identify clear deadlines for when tasks are assigned to members and strive to meet them (both in developing materials and responding / providing feedback)

### Communication Norms

- Be respectful and promote open communication
- Listen to understand
- Respect each other's opinions
- Stay on topic and pay attention
- Silence phones and exercise proper meeting decorum