



MISSISSIPPI RIVER ST. CLOUD WATERSHED ENTITY

Grant Program Policies and Procedures

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.

Table of Contents:

1. Grant Program Procedures	2
2. Best Management Practice Cost-Share Policy	9
3. Project Development Policy	14
4. Technical and Engineering Assistance Policy	16
5. Education and Outreach Policy	18
6. Planning, Assessment, Studies Policy	20
7. Capital Improvement Policy	22
8. Land Occupier In-kind Labor Policy	26
9. Grant Workplan and Budget Changes Policy	27

{The remainder of this page is intentionally left blank}

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.).

Continuous Conservation Reserve Program (CCRP) Incentive Rates. Funding from the BWSR for CCRP incentive payments is administered as follows:

- Funds will support new or re-enrollment of land into CCRP. Land may be located anywhere within the MRSC Watershed. All CCRP practice types are eligible and must be consistent with USDA NRCS FOTG. Landowners will be eligible for he incentive payment upon receipt of a Notice of Contract Approval from the Farm Service Agency (FSA).
- Funds will be allocated on a first-come-first-served basis, based upon the date of first discussion with the landowner. Staff should document this within a shared spreadsheet.
- Payment rates: \$500 per acre to new land CCRP and \$100 per acre to re-enrolled CCRP at any location within the watershed, administered as a one-time incentive payment. Any individual CCRP contract is capped at \$15,000.
- Projects will be reviewed for encumbrance each August by the Implementation Planning Committee and recommend projects to the MRSCWE Board in September. Funds will be encumbered after CRP-1 has been signed by the landowner and FSA. A Statement of Work will be created between the Member and MRSCWE that lists projects for consideration by the MRSCWE Board.

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.

{The remainder of this page is intentionally left blank}

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.

{The remainder of this page is intentionally left blank}

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.

{The remainder of this page is intentionally left blank}

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.

{The remainder of this page is intentionally left blank}

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.

{The remainder of this page is intentionally left blank}

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.

{The remainder of this page is intentionally left blank}

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.

{The remainder of this page is intentionally left blank}