

AMENDMENT NO. 1 TO Master Project Agreement between Snake River Watershed Plan Partnership (SRWPP) and Mille Lacs Soil and Water Conservation District (MLSWCD)

This Amendment No. 1 (“Amendment”) is made effective as of 4/23/2026, or upon the date of the last required signature whichever is later,

by and between:

Snake River Watershed Plan Partnership, and Mille Lacs Soil and Water Conservation District (collectively, the “Parties”).

1. Reference to Original Agreement

This Amendment modifies that certain Master Project Agreement between Snake River Watershed Plan Partnership (SRWPP) and Mille Lacs Soil and Water Conservation District (MLSWCD) entered into by the Parties on 2/14/2024 (the “Agreement”) (Appendix A)

2. Purpose of Amendment

To extend the term of the agreement by 3 years to a new expiration date of December 31, 2029 as allowed in Section 6-TERM

3. Amendments to Agreement

3.1 Section 6 -TERM

Modify the first sentence to read:

“This Agreement is effective as of the date of the last party to execute it and shall terminate on ~~December 31, 2026~~ December 31, 2029, unless terminated earlier as provided herein.”

4. No Other Changes

Except as expressly modified by this Amendment, all terms and conditions remain in full force and effect.

5. Order of Precedence

In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

6. Effective Date

This Amendment is effective as of the date first written above.

7. Counterparts

This Amendment may be executed in counterparts.

SIGNATURES

Snake River Watershed Plan Partnership

By:[Signature]_____

Name:

Title:

Date:

Mille Lacs Soil and Water Conservation District

By:[Signature]_____

Name:

Title:

Date:

Appendix A

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

This Master Project Agreement ("**Agreement**") is made by and between the Snake River Watershed Partnership ("**SRWPP**"), 2008 Mahogany St Ste 3, Mora MN 55051, and the Mille Lacs Soil and Water Conservation District ("**Partner**"), 635 2nd St SE Milaca MN 56353. The SRWPP and the Partner may hereinafter be referred to individually as a "party" or collectively as the "parties."

RECITALS

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

AGREEMENT

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

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

- (a) Individually Authorized. The SRWPP agrees to provide the Partner a grant to fund specific projects mutually agreed upon by the SRWPP and the Partner. The total amount of the grant funds for a project (each, the “Grant Funds”) will be set out in a Statement of Work approved by the parties for the particular project (each, the “Project”). Nothing in this Agreement obligates the SRWPP to provide funding beyond the amount of grant funds made available to the SRWPP for a Project.
- (b) Grant Funds. The Grant Funds provided by the SRWPP for a Project shall be provided as a reimbursement of the costs the Partner incurs in carrying out the Project. The SRWPP may retain 10% of the total grant funds until the Partner verifies completion of all Project components, provided all deliverables, and an acceptable operations and maintenance plan for the constructed Project.
- (c) Distribution. The SRWPP will reimburse the Partner for expenses incurred in the Project up to the total amount of Grant Funds, which is the maximum amount to be provided under the Statement of Work. The SRWPP will review and act on reimbursement requests in accordance with the SRWPP Policies, as they may be amended from time to time. All other costs and expenses incurred by the Partner in completing the work of the Project will be the responsibility of the Partner. Only costs and expenses identified in the Statement of Work as “reimbursable” are eligible for reimbursement by the SRWPP. The SRWPP will not reimburse the Partner for expenses incurred by the Partner that are paid or reimbursed by a grant from another source. There may be delays in payment from waiting for the SRWPP fiscal agent’s Board approval, or if reimbursement requests overlap distribution of funding source dollars. Neither the SRWPP fiscal agent nor the SRWPP shall be liable to the Partner for costs incurred that are not paid by the funding source.
- (d) Reimbursement Requests. The SRWPP will disburse funds to the Partner based on payment requests submitted by the Partner and approved in accordance with SRWPP Policies. Reimbursement requests may be submitted no more frequently than once each month and must be accompanied by supporting invoices that relate to activities in the approved Project budget. Upon verification of the adequacy of a written disbursement request and consistency with the terms of this Agreement, the SRWPP will disburse the requested amount to the Partner within four weeks after receipt of a written disbursement request.

3. **PROJECT CONSTRUCTION OR IMPLEMENTATION.** The Partner agrees to undertake and construct or implement the Project in accordance with this section.

- (a) Approved Plans. The Partner shall construct or implement the Project in accordance with conservation plans and specifications (collectively, the “Plans”) identified in the Statement of Work for the Project. The Plans must remain consistent with those approved as part of the Statement of Work. Any proposed substantial changes to the approved Plans must be preapproved by the SRWPP. A proposed change to the Plans submitted to the SRWPP for approval must include the estimated budget impact resulting from the change.
- (b) Project Schedule. The Partner will complete the Project by the completion date set out in the Statement of Work, unless the SRWPP approves an extension in writing. Failure to complete the Project by the indicated completion date, or any approved extensions, shall constitute a breach of this Agreement.

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

- (a) Use of Grant Funds. The Partner shall only use the Grant Funds for the eligible costs of the Project as described in the Statement of Work issued for the Project.
 - (b) Oversight. The Partner shall ensure the Project is designed and overseen by persons with credentials and using specifications as specified in funding source policy, SRWPP policy, and the Plans.
 - (c) Cost Overruns. Unless the overruns were previously approved by the Parties, the Partner agrees that any cost overruns are the sole responsibility of the Partner.
 - (d) Reporting. The Partner shall submit regular progress reports to the SRWPP on the status of the Project as may be further specified in the Statement of Work. The Statement of Work may require a Project close-out meeting with the SRWPP staff prior to the Project completion date or as may otherwise be specified in the Statement of Work.
 - (e) Accounting and Record Keeping. The Partner will keep financial records, including properly executed contracts, invoices, and other documents, sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles.
 - (f) Capital Equipment and Real Property. Grant Funds shall not be used to purchase capital equipment or real property unless expressly authorized in the Statement of Work.
 - (g) Subgrantee Obligations. If any portion of the Grant Funds come from grants provided to the SRWPP, the Partner agrees to comply with the terms and conditions of the associated grant agreement, including performing the duties of the SRWPP under the grant agreement as may be needed given the Partner's role as the entity responsible for constructing or implementing and administering the funded Project. The SRWPP and the Partner agree to work cooperative and in a timely fashion to satisfy the requirements of any such grant agreements.
 - (h) SRWPP Policies. The Partner shall comply with the applicable provisions of the SRWPP Policies adopted by the SRWPP in constructing or implementing the Project.
 - (i) Legal Compliance. The Partner shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its performance under this Agreement and in constructing or implementing a Project pursuant to a Statement of Work. Failure to comply shall constitute a material breach and serves as just cause for the SRWPP to terminate this Agreement immediately upon providing a written notice of termination.
5. **STATEMENT OF WORK**. No Project will be funded under this Agreement unless the parties first agree to and execute a Statement of Work for the specific Project. Each Statement of Work approved by the parties is incorporated into and made part of this Agreement by reference. A Project authorized by a Statement of Work shall be carried out and funded in accordance with the terms and conditions of this Agreement. Each Statement of Work shall, at a minimum, identify or address each of the following:
- (a) Project name, location, and a general description of the purpose for the Project;

- (b) A description of how the Project will further the goals of the SRWP Plan;
 - (c) Project Budget, reimbursable costs, and total amount of available Grant Funds;
 - (d) Project phases, schedule, and completion date;
 - (e) Deliverables;
 - (f) Project Plans; and
 - (g) Required Project maintenance period.
6. **TERM.** This Agreement is effective as of the date of the last party to execute it and shall terminate on December 31, 2026, unless terminated earlier as provided herein. This Agreement may be renewed upon the written agreement in the form of an amendment signed by the parties for 3-year terms. The following sections and paragraphs survive termination or expiration of this Agreement: Project Maintenance; Indemnification; Audit; Data Practices Act; and Maintenance Inspection.
7. **EARLY TERMINATION.** The SRWPP may terminate this Agreement for just cause. Just cause includes, but is not necessarily limited to, the SRWPP, in its reasonable discretion, determining the Partner used Grant Funds for any purpose other than in furtherance of the Project or has otherwise breached a material term of this Agreement. The SRWPP shall give the Partner not less than 45 days written notice of termination. The termination shall be effective as of the date indicated in the notice, unless the SRWPP determines the Partner has fully cured the breach prior to that date. Upon early termination by the SRWPP, the Partner shall only be entitled to reimbursement for work on the Project satisfactorily performed through the date of termination and shall not be entitled to any other reimbursement payments or damages. This Agreement may be terminated effective immediately upon written notice to Partner if funding at an aggregate level sufficient to fund this Agreement becomes unavailable.
8. **INDEPENDENT CONTRACTOR.** The Partner is in all respects an independent contractor under this Agreement and is solely responsible for the work performed hereunder as well as the means and manner of performance thereof. The SRWPP is not an employer, partner, or co-venturer with the Partner for any purpose, and will have no responsibility or liability for the acts or omissions of the Partner. Nothing herein authorizes the Partner to act as an agent or representative of the SRWPP for any purpose.
9. **COMPLIANCE WITH GRANT POLICIES.** The Partner and the SRWPP shall comply with all applicable funding source policies, and SRWPP comprehensive Policy as may be updated from time to time by the SRWPP Board. If the funding source is the Minnesota Board of Water and Soil Resources, the Partner must comply with the BWSR Grants Administration Manual.
10. **PUBLICITY AND ENDORSEMENT.** Any publicity regarding activities completed under this Agreement must identify the funding source, as required by the funding source policy, and the SRWPP. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Partner individually or jointly with others.
11. **INTELLECTUAL PROPERTY RIGHTS.** The Partner agrees to comply with the intellectual property rights terms of the funding source.

12. INDEMNITY AND HOLD HARMLESS.

- (a) The Partner shall indemnify the SRWPP, its board, officers, employees, coordinator, fiscal agent, and other agents against damages, penalties, costs, or expenses, including reasonable attorney's fees, incurred in connection with any alleged violation of any federal, state, or local law or regulation related to the work performed by the Partner hereunder or any part thereof.
- (b) The Partner agrees to indemnify and hold harmless the SRWPP, its board, officers, employees, coordinator, fiscal agent, and other agents against and from loss, claims, or suits, including costs and reasonable attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the SRWPP or others arising out of a negligent act or omission related to its performance under this Agreement or the construction or implementation of the Project. The Partner shall, in no event, be liable for loss or damage resulting from the negligent acts or omissions of the SRWPP or its representatives or agents.
- (c) The SRWPP shall indemnify and hold harmless the Partner, its agents, employees, and directors from any damages, penalties, or claims incurred in connection with SRWPP's processing of receipts or funds, payment of monies or any other duties under this Agreement or in connection with a SRWPP grant. The SRWPP shall not be regulated to indemnify or hold the Partner or its agents, employees, or directors against their own negligence.
- (d) Nothing in this Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to either of them under Minnesota Statutes, chapter 466 or other law, or from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. To the extent a court of competent jurisdiction considers this Agreement to constitute a joint venture or joint enterprise between the parties, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, section 471.59, subdivision 1a.

13. **INSURANCE.** In order to comply with its indemnification and hold harmless obligations under this Agreement, the Partner shall procure and maintain in full force and effect during the term of this Agreement general liability insurance coverage for injuries to persons or damages to property which may arise from or in connection with the construction or implementation of the Project by the Partner, its agents, representatives, employees, or contractors. The Partner shall require the Contractor to maintain commercial general liability insurance and, if applicable, professional liability insurance in amounts not less than the limits of liability in Minnesota Statutes, section 466.04, commercial auto insurance, and workers' compensation insurance.

14. **SUBCONTRACTING AND ASSIGNMENTS.** The Partner shall be responsible for the performance of any Contractor or subcontractor performing any work or services on the Project contemplated under this Agreement. Any subcontractor working with Partner shall be bound by all terms and conditions of this Agreement and the Statement of Work. The Partner shall not assign its interest in this Agreement without the prior written approval of the

SRWPP and subject to such conditions and provisions as the SRWPP may deem necessary.

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

22. **CONFLICT OF TERMS AND CONDITIONS.** If there is a conflict in the terms and conditions contained in this Agreement and the SRWPP Policies as adopted by the SRWPP, the terms and conditions contained in this Agreement shall take precedence. If there is a conflict in the provisions of this Agreement and the provisions of a Statement of Work regarding the implementation of a particular Project, the provision in the Statement of Work shall be controlling, but only with respect to that Project.
23. **WAIVER.** The failure of the SRWPP or the Partner to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
24. **MODIFICATIONS.** Any material alterations, modifications, or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.
25. **ENTIRE AGREEMENT.** This Agreement, including the recitals, each Statement of Work, each Operations and Maintenance Plan, all of which are incorporated in and made part of this Agreement, contains the entire agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the SRWPP and the Partner relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.
27. **NOTICES.** Any notices provided under this Agreement shall be given in writing and either sent by mail or delivered in person.

Notice for the Partner will be directed to:
Mille Lacs Soil & Water Conservation District
Susan Shaw, District Administrator (or successor)
635 2nd St SE
Milaca, MN 56353

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

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

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

**SNAKE RIVER WATERSHED PLAN
PARTNERSHIP**

**MILLE LACS SOIL AND WATER
CONSERVATION DISTRICT**

By: _____

By: *Shane Smith* acting
chair

Dated: 4/22/2024

By: *Jake Janski*

By: *[Signature]*

Dated: 2/14/24

