



**Lake of the Woods Watershed
Joint Powers Board**
PO Box 217
Baudette, MN 56623
(218) 634-1842 ext. 4
www.low1wlp.org

AGENDA
Board Meeting
May 11, 2020 @ 9:00 a.m.

Due to the COVID-19 Pandemic, the Lake of the Woods Watershed Joint Powers Board Meeting will be held remotely. No JPB Members will be participating in-person. Members of the public will be allowed to participate by requesting the dial-in number prior to 4:30 p.m. on May 8th.

Call in Number: 1-888-742-5095

Conference Code: 680-584-1591

Join Zoom Meeting: <https://us02web.zoom.us/j/87942188019?pwd=dU03TmJ4RGRrUUxLOTEveWsvR3ZIUT09>

Meeting ID: 879 4218 8019

Password: 030469

- 1) Call Meeting to Order.
- 2) Motion to Approve Agenda **p. 1**
- 3) Motion to Approve Minutes dated April 22, 2020 **p. 2-5**

NEW BUSINESS

- 4) Checking and Savings authorities for Rebecca Buegler **p. 6**
- 5) Authorization for Fiscal Agent to pay invoices upon receipt of payment request voucher **p. 7**
- 6) Agreement - Lake of the Woods SWCD Coordinator and Fiscal Agent Contract **p. 8-14**
- 7) Agreement - Lake of the Woods SWCD Keep it Clean **p. 15-20**
- 8) Agreement - Lake of the Woods SWCD Shoreline Protection Projects **p. 21-26**
- 9) Agreement - Roseau SWCD Coordinator **p. 27-32**
- 10) Agreement - WRWD Streambank Stabilization Projects **p. 33-38**
- 11) Agreement - WRWD Project Alternative Identification - East & West Branch Warroad River & CD 10 **p. 39-47**
- 12) Agreement - City of Warroad - Warroad Stormwater Retrofit Analysis **p. 48-55**

GENERAL INFORMATION AND DISCUSSION

- 13) Present MCIT Joint Powers Agreement **p. 56-61**
- 14) Present: Finalized FY 20 BWSR Watershed-based Implementation Grant Agreement **p. 62-66**
- 15) Next meeting date, time and location

**MINUTES
Special Meeting
April 22, 2020**

The meeting of the Lake of the Woods Watershed Joint Powers Board was held remotely by Zoom and teleconference. Motion for items was completed by roll call.

The meeting was called to order by Policy Committee Chair, Nancy Dunnell at 9:07 a.m.

Joint Powers Board Members present: Nancy Dunnell, Jan Miller, Bill Thompson, Russell Walker, Ed Arnesen; and Roseau County alternate John Horner (left mid meeting)

Others present: Mike Hirst, Josh Stromlund, Janine Lovold, Scott Johnson, Corryn Trask, and Chad Severts (BWSR) (joined after start of meeting)

Agenda

Amendment: Add Collateralize Bank Accounts under New Business

A motion was made by Walker with a second by Thompson to approve the addition of Collateralize Bank Accounts under New Business.

Affirmative: Walker, Thompson, Arnesen, Miller, Dunnell Opposed: None Motion carried.

Amendment: Move Appoint Fiscal Agent and Appoint Coordinators to third and fourth bullet point under Annual Business Items.

A motion was made by Arnesen with a second by Walker to approve the move of Appoint Fiscal Agent and Appoint Coordinator(s) to the third and fourth bullet point under the Annual Business Items.

Affirmative: Arnesen, Walker, Thompson, Miller, Dunnell Opposed: None Motion carried

A motion by Miller was made to approve the amended agenda. The motion was seconded by Arnesen.

Affirmative: Miller, Arnesen, Walker, Thompson, Dunnell Opposed: None Motion carried.

Policy Committee December 12, 2019 Minutes

Minutes were reviewed. A motion was made by Miller with a second by Walker to approve the Policy Committee December 12, 2019 Minutes.

Affirmative: Miller, Walker, Thompson, Arnesen, Dunnell Opposed: None Motion carried.

Review of the Planning Grant Financial Report

Hirst discussed the final financial report.

Bylaws - Adoption

The Bylaws were discussed. A motion to adopt the Bylaws was made by Miller with a second by Walker.

Affirmative: Miller, Walker, Arnesen, Thompson, Dunnell Opposed: None Motion carried.

ANNUAL BUSINESS ITEMS

Organizational Business Meeting

• **Officer Elections**

Chair - Dunnell transferred the Meeting over to Hirst for officer's nomination for Chair. Hirst asked for a nomination for Chair. Miller nominated Nancy Dunnell for Chair with a second by Walker. No other nominations were made. Nominations ceased.

Affirmative: Miller, Walker, Arnesen, Thompson, Dunnell Opposed: None Motion carried.

Hirst asked for a motion to approve the move to cast unanimous ballot for Chair. A motion was made by Miller with a second by Arnesen to approve Nancy Dunnell for Chair.

Affirmative: Miller, Arnesen, Thompson, Walker, Dunnell Opposed: None Motion carried.

Hirst transferred the meeting back to Dunnell.

Vice-Chair - Dunnell asked for a nomination for Vice-chairman. Walker nominated Jan Miller for Vice-Chair. No other nominations were made. A motion was made by Walker with a second by Thompson to approve Jan Miller for Vice-Chair.

Affirmative: Walker, Thompson, Miller, Arnesen, Dunnell Opposed: None Motion carried.

Treasurer - Dunnell asked for a nomination for Treasurer. Walker nominated Ed Arnesen for Treasurer. No other nominations were made. A motion was made by Walker with a second by Miller to approve Ed Arnesen for Treasurer.

Affirmative: Walker, Miller, Thompson, Arnesen, Dunnell Opposed: None Motion carried.

Secretary - Dunnell asked for a nomination for Secretary. Miller nominated Russell Walker for Secretary. No other nominations were made. A motion was made by Miller with a second by Thompson to approve Russell Walker for Secretary.

Affirmative: Miller, Thompson, Arnesen, Walker, Dunnell Opposed: None Motion carried.

- **Quarterly Meeting – location, time, dates**

Discussed. Tabled for next meeting

- **Appoint Fiscal Agent**

A motion was made by Walker with a second by Miller to approve the appointment Lake of the Woods SWCD as Fiscal Agent.

Affirmative: Walker, Miller, Arnesen, Thompson, Dunnell Opposed: None Motion carried.

- **Appoint Coordinator(s)**

Discussed. A motion was made by Walker with a second by Miller to approve the appointment of Lake of the Woods and Roseau SWCD's to be Coordinators.

Affirmative: Walker, Miller, Thompson, Arnesen, Dunnell Opposed: None Motion carried

- **Designate Official Depository**

A motion was made by Miller with a second by Walker to approve Border State Bank of Baudette as the depository.

Affirmative: Miller, Walker, Arnesen, Thompson, Dunnell Opposed: None Motion carried.

- **Establishment of Checking and Savings Accounts**

Discussed. A motion made by Miller with a second by Thompson to approve Stromlund and Hirst in setting up the checking and savings accounts.

Affirmative: Miller, Thompson, Arnesen, Walker, Dunnell Opposed: None Motion carried.

- **Check Signing Authority**

A two-line signature checks will be used. Check signing authorities are Nancy Dunnell, Ed Arnesen, Josh Stromlund, Mike Hirst and Corryn Trask. A motion was made by Thompson with a second by Miller to approve the check signing authorities as listed.

Affirmative: Thompson, Miller, Walker, Arnesen, Dunnell Opposed: None Motion carried.

- **Board Compensation Rates**

The compensation rate will be \$100 per meeting. This rate is per day no matter how many meetings were attended. A motion was made by Miller with a second by Arnesen to approve the compensation rate.

Affirmative: Miller, Arnesen, Walker, Thompson, Dunnell Opposed: None Motion carried.

Board member work outside of the JPB meetings rate/per diem is tabled for the May meeting.

- **Meal Allowances**

Meal allowances are \$0. A motion was made by Arnesen with a second by Walker to have no meal allowances at this time.

Affirmative: Arnesen, Walker, Thompson, Miller, Dunnell Opposed: None Motion carried.

- **Spending Limits**

Tabled for the May Meeting.

Expenditures for JPB Establishment and Insurance

Discussed. A motion was made by Miller with a second by Walker to approve the ability of the coordinators and fiscal agent to purchase administrative items, tasks and functions as needed for JPB establishment.

Affirmative: Miller, Walker, Arnesen, Thompson, Dunnell Opposed: None Motion carried.

- **Designated Official Newspaper**

Discussed. A motion made by Thompson with a second by Miller was made to approve Northern Light Region as the official newspaper.

Affirmative: Thompson, Miller, Arnesen, Walker, Dunnell Opposed: None Motion carried.

- **Committee Assignments** (Appoint Advisory Committee Members and Appoint Implementation Committee Members)

Discussed. Tabled for the May meeting.

NEW BUSINESS

Collateralization of Bank Accounts

Collateralization is needed for insure funds over FDIC insurance levels of \$250,000. A motion was made by Walker with a second by Arnesen to approve the Bailment Agreement authorizing Josh Stromlund to sign the agreement.

Affirmative: Walker, Arnesen, Miller, Thompson, Dunnell Opposed: None Motion carried.

MCIT

The annual cost estimate for MCIT insurance was discussed. The Lake of the Woods County will pass a resolution to sponsor the Lake of the Woods Watershed Joint Powers Board for MCIT membership.

- **Resolution for Worker's Compensation Coverage – Resolution 2020-04-22 - 00**

A motion was made by Arnesen with a second by Miller to approve the following resolution:.

Affirm that officials are covered for workers' compensation purposes:

The Board Members for the Lake of the Woods Watershed Joint Powers Board do hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of the Lake of the Woods Watershed Joint Powers Board who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall be included within the definition of "employee" as that term is defined in Minn. Stat. §176.011, subd. 9 for purposes of coverage under the Workers' Compensation Laws of the State of Minnesota.

Affirmative: Arnesen, Miller, Thompson, Walker, Dunnell Opposed: None Motion carried.

- **Agreement Resolution – Resolution 2020-04-22 - 01**

A motion was made by Miller with a second by Thompson for approval of an agreement resolution to acknowledge the Lake of the Woods Watershed JPB participation as a member MCIT and enter into the MCIT joint powers agreement with the following resolution:

The Lake of the Woods Watershed Joint Powers Board hereby acknowledges participation as a member of the Minnesota Counties Intergovernmental Trust by the acceptance and execution of the MCIT joint powers agreement denoted as "Minnesota Counties Intergovernmental Trust, Joint Powers Agreement, Adopted by Membership April 22, 2020".

Affirmative: Miller, Thompson, Walker, Arnesen, Dunnell

Opposed: None

Motion carried.

- **Letter from the Board Accepting Coverage**

The amended letter to MCIT will accept the coverage and pricing as indicated in the Coverage Summary and Cost Estimates that were provided, include the workers' compensation coverage for elected and appointed officials, and accept the optional workers' compensation coverage for vicarious liability for subcontractors as employees.

The amended letter was approved on a motion by Walker with a second by Thompson.

Affirmative: Walker, Thompson, Arnesen, Miller, Dunnell

Opposed: None

Motion carried

IRS Tax ID Number

The Lake of the Woods SWCD will apply for an IRS Tax ID Number and supply the needed SSN for setup. The physical address of the LOWW JPB will be 119 1st Ave NW, Baudette, MN 56623 and the mailing address will be PO Box 217, Baudette, MN 56623.

A motion was made by Miller with a second by Arnesen to have Lake of the Woods SWCD apply for the IRS Tax ID number.

Affirmative: Miller, Arnesen, Thompson, Walker, Dunnell

Opposed: None

Motion carried.

Two-Year Work Plan

The Work Plan was reviewed and discussed. The Work Plan was approved on a motion by Miller with a second by Walker.

Affirmative: Miller, Walker, Arnesen, Thompson, Dunnell

Opposed: None

Motion carried.

Authorized Representative to Sign the BWSR Grant Agreement

An example Grant Agreement was reviewed. A motion was made by Miller with a second by Walker to approve Josh Stromlund as the Authorized Representative and Nancy Dunnell as the as the Official Signatory for the BWSR Watershed Based Implementation Grant.

Affirmative: Miller, Walker, Arnesen, Thompson, Dunnell

Opposed: None

Motion carried.

Contracts

Draft Contracts will be made for each project funding request and that entity requesting funds. The draft contracts will be available at the May meeting. Payment scenarios, 1099's, insurance liability, regular meeting schedule, and policy language for payments were discussed.

Next Meeting

- TBD – somewhere between May 11 through 22
- Location – tentatively the Warroad Public Safety Building

Adjournment

The meeting adjourned at 11:06 am on a motion by Walker with a second by Thompson.

Affirmative: Walker, Thompson, Arnesen, Miller, Dunnell

Opposed: None

Motion carried.

Secretary

Date

Agenda Item

Banking authorities for Rebecca Buegler

Board Action Requested

Authorize Rebecca (Becky) Buegler to conduct transfers and pay bills online at Border State Bank.

Background

Rebecca (Becky) Buegler handles all fund transfers from checking and savings for Lake of the Woods SWCD, and pays bills and the plan is to have her continue this work in the fiscal agent. After further discussions with Border State Bank, it was determined that Buegler would need to have authorizations in order to transfer funds between accounts and have access to online banking. Border State Bank recommended that she be given check signing authority.

Suggested Motion:

Motion to authorize Rebecca Buegler for the following authorities at Border State Bank: check signing authority, online access to checking and savings with transfer authority between checking and savings, and online bill pay authority from checking.

Addition action to consider

All online bill paying must have prior authorization from the Joint Powers Board, and must be shown as such on Treasurers Reports.

(this is current practice of LOTW SWCD)



Lake of the Woods Watershed Joint Powers Board PO Box 217 Baudette, MN 56623 (218) 634-1842 ext. 4 www.low1w1p.org

Payment Request Voucher

Partner: Click or tap here to enter text.

Project Title: Click or tap here to enter text.

Agreement Number: Click or tap here to enter text.

Date Requested: Click or tap here to enter text.

Type of payment request (partial or final): Click or tap here to enter text.

Name of person/entity where check is written to: Click or tap here to enter text.

Total of Invoice Submitted: Click or tap here to enter text.

We are requesting reimbursement or payment to authorized party for the above project. We certify that this is an accurate and true summation of the actual cost and all required technical requirements have been met per BWSR policy. In the case where reimbursement is to be made to a party other than the Partner, we acknowledge that we have reviewed the invoice and authorize this reimbursement.

Authorized Representative: _____ Date _____

Portion Below to be Filled Out by Fiscal Agent Representative (duplicate as necessary)

Table with 4 columns: ACTIVITY (use eLink activities), Grant Funding Remaining, Grant Disbursement (from below), Grant Balance. Contains 3 empty rows.

Total eligible cost: _____

Percent reimbursement: _____

Match documentation provided (if required): _____

Remit Payment to: _____

Disbursement Authorized: _____

Administrative Certification: I certify that I have reviewed this voucher and all supporting information, including invoices and paid receipts, and that to the best of my knowledge and belief, have determined the quantities and billed cost or disbursements are accurate and are in accordance with terms of the contract identified

Signed:

Date:

Invoices must be attached to the Payment Request Voucher

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

**Cooperative Agreement for Implementation of Lake of the Woods
One Watershed One Plan Clean Water Funding**

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and Lake of the Woods SWCD (Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Fiscal Agent / Coordinator

Project Description: Fiscal management and coordination of the Lake of the Woods 1W1P

Deliverables: See attached funding request form and supplemental budget

- See the attached Funding Request Form and other documents for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Mike Hirst

Mailing Address: PO Box 217 Baudette MN 56623

Email: mike.hirst@mn.nacdnet.net

Phone Number: 218-634-1842 ext 4

Grant Funding Authorized: \$42,420

Match Requirement: \$0.00

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Admin / Coordination	\$42,420	n/a	no

Invoice Schedule: Quarterly

Direct Payment Authorizations: not applicable

% of invoice reimbursement: 100%

Match Documentation Requirements: n/a

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than December 31, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- An extension of this agreement may be requested by submitting a written request to the JPB no later than July 1, 2022.

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
- Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
- Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
- The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
- January 15th, annually during the life of the agreement
- Per BWSR audit requirements during grant lifespan
- No later than 30 days following the end date of the agreement, or final project invoice.

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
 2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
 3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
 4. Utilize an hourly rate based on BWSR's Grant Administration Manual.
-

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:

This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Click or tap here to enter text.

Authorized Signature _____
Date

Title

Lake of the Woods Watershed Joint Powers Board

Authorized Signature _____
Date

Title

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.

Authorized Signature _____
Date

Title

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity:	Lake of the Woods SWCD
Project / Program Title:	Fiscal Agent / Coordinator
Description:	Fiscal management and coordination of the LOW 1W1P.
Timelines:	Life of the grant
Location: Planning Region(s)	Watershed Wide
Deliverable(s): plans, # BMPs, # miles, etc.	QB quarterly reports (4/yr for 2 years), annual financial reporting for 2 years, attend and arrange meetings (quarterly meetings of the Board, monthly meetings of the Implementation Committee and annual meetings of the Advisory Committee), project team coordination, grant management and fiscal supervision. Oversee the independent audit which will likely occur annually. Monthly review of invoices submitted to JPE and preparation of checks.
Plan Reference: Action #, page #	N/A
Resource Issues Addressed: Pages 2-3 to 2-6	N/A
Measurable Goals addressed:	N/A

2020 Activities:	QB quarterly reports, financial reporting, quarterly meetings, project team coordination, grant management and fiscal supervision.
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Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination	\$21,210.00	
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other		
TOTAL	\$21,210.00	\$0.00

2021 Activities:	QB quarterly reports, financial reporting, quarterly meetings, project team coordination, grant management and fiscal supervision.
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Project Category	2021 1W1P Budget	2021 Match Budget
Admin/Coordination	\$21,210.00	
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other		
TOTAL	\$21,210.00	\$0.00

Project Category	Total 1W1P Budget	Total Match Budget
Admin/Coordination	\$42,420.00	\$0.00
Ag Practices	\$0.00	\$0.00
Education/Information	\$0.00	\$0.00
Project Development	\$0.00	\$0.00
Streambank/Shoreland Protec	\$0.00	\$0.00
SSTS	\$0.00	\$0.00
Technical/Engineering	\$0.00	\$0.00
Other	\$0.00	\$0.00
TOTAL	\$42,420.00	\$0.00

Activity	Deliverables	eLink activity category	hours/ year	total/yr
Initial setup (qbooks, tax, IRS #)	Quickbooks, Tax ID and IRS, obtain checks, set up bank accounts, assist with insurance purchase	Admin/Coord	40	1700
Monthly payments	Print and distribute checks for all approved invoices	Admin/Coord	36	1440
Quarterly reports	Print quarterly reports of expenses/incomes and balance sheet	Admin/Coord	12	1200
Yearly financial report of activity	Print 4th quarter budget report.	Admin/Coord	20	1200
Audit assistance	Submit audit request, arrange date, create reports for auditor, distribute final report to members	Admin/Coord	14	1200
End of Year Reporting	ensure all tax forms are completed (if necessary), create any reports for eLink and other BWSR reporting	Admin/Coord	20	1200
Project team communication	Monthly coordination of project team meetings	Admin/Coord	192	9600
Quarterly meetings	Prep agenda, summarize data, attends meeting	Admin/Coord	32	1600
Fiscal supervision	Review invoices submitted for payment	Admin/Coord	24	1200
BWSR grant management	eLink reporting, tracking expenditures, eligible cost review, work plan, managing grant agreement	Admin/Coord	36	1800

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

Cooperative Agreement for Implementation of Lake of the Woods One Watershed One Plan Clean Water Funding

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and Lake of the Woods SWCD (Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Keep it Clean Program

Project Description: Educational efforts for the Keep it Clean Program

Deliverables: See attached funding request

- See the attached Funding Request Form for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Mike Hirst

Mailing Address: PO Box 217, Baudette, MN 56623

Email: mike.hirst@mn.nacdnet.net

Phone Number: 634-1842 ext 4

Grant Funding Authorized: \$19,500.00

Match Requirement: \$750.00

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Education/Information	\$12,000	\$750, local match	No
Special Projects – Keep it Clean	\$7,500		No

Invoice Schedule: Quarterly

Direct Payment Authorizations: Reimbursement direct to SWCD

% of invoice reimbursement: 100%

Match Documentation Requirements: Paid invoice showing non-state funds used or report from Quickbooks that shows non-state funds used to pay for project or staff time.

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than 3/31/22 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - An extension of this agreement may be requested by submitting a written request to the JPB no later than 12/31/21.
-

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
 - Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
 - Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
 - The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.
-

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
 - January 15th, annually during the life of the agreement
 - Per BWSR audit requirements during grant lifespan
 - No later than 30 days following the end date of the agreement, or final project invoice.
-

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
 2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
 3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
 4. Utilize an hourly rate based on BWSR's Grant Administration Manual.
-

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:

This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Lake of the Woods SWCD	
_____	_____
Authorized Signature	Date

Title	

Lake of the Woods Watershed Joint Powers Board	
_____	_____
Authorized Signature	Date

Title	

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.	
_____	_____
Authorized Signature	Date

Title	

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity:	Lake of the Woods SWCD and Roseau SWCD
Project / Program Title:	Keep It Clean Program
Description:	Education of anglers and recreators on Lake of the Woods and promote "Keep It Clean" and the "pack in - pack out" message. Work with resorts and the community to promote this message. Organize a cleanup effort on the shoreline of Lake of the Woods, focusing on the area from Wheeler's Point to Rocky Point. Work with local governments to explore policies and address local issues related to waste management and sustainable use of the resource. See deliverables for the list of proposed accomplishments.
Timelines:	Educational campaigns occur during the winter ice season (December 15 through March) beginning in 2020 and 2021. 6 committee meetings per year, September through May. Shoreline cleanup in 2021.
Location: Planning Region(s)	Bostic, Zippel, Muskeg Bay and Warroad
Deliverable(s): plans, # BMPs, # miles, etc.	Purchase of promotional materials such as banners (10), decals (1,500), coasters (5,000) and tabletop tents (500) with the Keep it Clean logo and messaging included. Banners and signs placed at accesses and area businesses annually at the beginning of the ice fishing season. Other promotional items such as decals, beverage coasters and table top tents are distributed to area businesses annually. Articles, interviews, social media, digital marketing and other promotion are also utilized. Shoreline cleanup organized and accomplished with MN Conservation Corp Crew. 10-15 miles total shoreline cleanup in 2021.
Plan Reference: Action #, page #	EO - 04, p. 4-59 EO - 11, p. 4-60
Resource Issues Addressed: Pages 2-3 to 2-6	5.1.1: Education - Youth education 5.1.5: Education - Education to address changing behaviors 5.1.3: Education - Education of public officials
Measurable Goals addressed:	MG-18: General Public Watershed Education

2020 Activities:	
-------------------------	--

Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information	\$5,000.00	
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other		
2020 TOTAL	\$5,000.00	\$0.00

2021 Activities:	Education and outreach with public and engaging resorts and Shoreline Clean up with MCC Crew
-------------------------	----------------------------------------------------------------------------------------------

Project Category	2021 1W1P Budget	2021 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information	\$7,000.00	\$750.00
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other	\$7,500.00	
2021 TOTAL	\$14,500.00	\$750.00

Project Category	Total 1W1P Budget	Total Match Budget
Admin/Coordination	\$0.00	\$0.00
Ag Practices	\$0.00	\$0.00
Education/Information	\$12,000.00	\$750.00
Project Development	\$0.00	\$0.00
Streambank/Shoreland Protec	\$0.00	\$0.00
SSTS	\$0.00	\$0.00
Technical/Engineering	\$0.00	\$0.00
Other	\$7,500.00	\$0.00
TOTAL	\$19,500.00	\$750.00

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

**Cooperative Agreement for Implementation of Lake of the Woods
One Watershed One Plan Clean Water Funding**

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and Lake of the Woods SWCD (Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Shoreline Protection Projects

Project Description: Cost Share and funding for engineering to install shoreline protection on LOW

Deliverables: See funding request form

- See the attached Funding Request Form for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Corryn Trask

Mailing Address: PO Box 217, Baudette, MN 56623

Email: Corryn.trask@mn.nacdnet.net

Phone Number: 634-1842 ext 4

Grant Funding Authorized: \$84,000.00

Match Requirement: \$20,000.00

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Streambank/Shoreline Protection	\$60,000	\$20,000 (landowner)	No
Technical/Engineering	\$24,000	n/a	n/a

Invoice Schedule: Quarterly, possibly monthly depending upon project completions

Direct Payment Authorizations: None, reimbursement to SWCD only

% of invoice reimbursement: 100%

Match Documentation Requirements: Provide copy of the contractor's invoice to the landowner and cost share payment voucher which shows amount invoiced

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than 9/30/2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - An extension of this agreement may be requested by submitting a written request to the JPB no later than 7/1/2022.
-

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
 - Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
 - Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
 - The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.
-

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
 - January 15th, annually during the life of the agreement
 - Per BWSR audit requirements during grant lifespan
-

- No later than 30 days following the end date of the agreement, or final project invoice.

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
4. Utilize an hourly rate based on BWSR's Grant Administration Manual.

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:

This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Click or tap here to enter text.	
_____	_____
Authorized Signature	Date

Title	

Lake of the Woods Watershed Joint Powers Board	
_____	_____
Authorized Signature	Date

Title	

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.	
_____	_____
Authorized Signature	Date

Title	

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity:	LOW SWCD
Project / Program Title:	Shoreline Protection
Description:	Shoreline protection projects. Funding will be used to pay for engineering services to design and oversee the installation of riprap on Lake of the Woods. The funding will supplement current efforts of the SWCD to assist landowners to upgrade shoreline protection. SWCD will utilize the state cost share program policy for the implementation of these projects. A 25% landowner match will be the minimum match required for each project.
Timelines:	Survey design 2020 Construction 2021-2022
Location: Planning Region(s)	Muskeg Bay, Northwest Angle, Zippel Creek
Deliverable(s): plans, # BMPs, # miles, etc.	4 Projects, 100 linear feet each, engineered rock rip rap.
Plan Reference: Action #, page #	MB-S-06, p.4-30 NA-S-01, p. 4-36 ZC-S-07, p. 4-50
Resource Issues Addressed: Pages 2-3 to 2-6	2.2.1 Total phosphorus levels in LOW 2.2.2 Water levels and erosion 3.2.1 Development and shoreline erosion
Measurable Goals addressed:	MG - 5: Phosphorus Protection and Restoration MG - 6: Water Levels / Erosion MG - 10: Lake of the Woods Shoreline Protection

2020 Activities:	Project applications promotions, ranking, survey and design
-------------------------	-------------------------------------------------------------

Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering	\$24,000.00	
Other		
2020 TOTAL	\$24,000.00	\$0.00

2021 Activities:	Installation of shoreline protection projects
-------------------------	-----------------------------------------------

Project Category	2021 1W1P Budget	2021 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec	\$60,000.00	\$20,000.00
SSTS		
Technical/Engineering		
Other		
2021 TOTAL	\$60,000.00	\$20,000.00

Project Category	Total 1W1P Budget	Total Match Budget
Admin/Coordination	\$0.00	\$0.00
Ag Practices	\$0.00	\$0.00
Education/Information	\$0.00	\$0.00
Project Development	\$0.00	\$0.00
Streambank/Shoreland Protec	\$60,000.00	\$20,000.00
SSTS	\$0.00	\$0.00
Technical/Engineering	\$24,000.00	\$0.00
Other	\$0.00	\$0.00
TOTAL	\$84,000.00	\$20,000.00

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

**Cooperative Agreement for Implementation of Lake of the Woods
One Watershed One Plan Clean Water Funding**

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and Roseau County SWCD (Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Coordination

Project Description: See Funding Request Form

Deliverables: See Funding Request Form

- See the attached Funding Request Form for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Janine Lovold

Mailing Address: 502 7th St SW, Ste 5

Email: janine.lovold@roseau.mnswcd.org

Phone Number: 218-463-1903

Grant Funding Authorized: \$8,056

Match Requirement: NA

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Administration/Coordination	\$8,056	NA	No

Invoice Schedule: Quarterly

Direct Payment Authorizations: NA

% of invoice reimbursement: 100%

Match Documentation Requirements: NA

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than 12/31/2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - An extension of this agreement may be requested by submitting a written request to the JPB no later than 08/21/2022.
-

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
 - Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
 - Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
 - The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.
-

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
 - January 15th, annually during the life of the agreement
 - Per BWSR audit requirements during grant lifespan
 - No later than 30 days following the end date of the agreement, or final project invoice.
-

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
4. Utilize an hourly rate based on BWSR's Grant Administration Manual.

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:

This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Roseau County SWCD	
<u>Janine Ladd</u>	<u>5-4-2020</u>
Authorized Signature	Date
<u>Water Planner</u>	
Title	

Lake of the Woods Watershed Joint Powers Board	
_____	_____
Authorized Signature	Date

Title	

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.	
_____	_____
Authorized Signature	Date

Title	

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity: Roseau SWCD

Project / Program Title: Coordinator 2

Description: General coordination - JPE meetings, IC meetings, minutes, website maintenance

Timelines: 2020, 2021

Location:
Planning Region(s)

Deliverable(s): # hours

Plan Reference: NA
Action #, page #

Resource Issues Addressed: NA
Pages 2-3 to 2-6

Measurable Goals addressed: NA

2020 Activities: Co-Coordinator Activities

Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination	\$4,028.00	
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protection		
SSTS		
Technical/Engineering		
Other		
2020 TOTAL	\$4,028.00	\$0.00

2021 Activities:		Co-Coordinator Activities	
Project Category	2021 1W1P Budget	2021 Match Budget	
Admin/Coordination	\$4,028.00		
Ag Practices			
Education/Information			
Project Development			
Streambank/Shoreland Protection			
SSTS			
Technical/Engineering			
Other			
	2021 TOTAL	\$4,028.00	\$0.00

Project Category	Total 1W1P Budget	Total Match Budget	
Admin/Coordination	\$8,056.00		\$0.00
Ag Practices	\$0.00		\$0.00
Education/Information	\$0.00		\$0.00
Project Development	\$0.00		\$0.00
Streambank/Shoreland Protection	\$0.00		\$0.00
SSTS	\$0.00		\$0.00
Technical/Engineering	\$0.00		\$0.00
Other	\$0.00		\$0.00
	TOTAL	\$8,056.00	\$0.00

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

**Cooperative Agreement for Implementation of Lake of the Woods
One Watershed One Plan Clean Water Funding**

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and Warroad River Watershed District (Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Streambank Stabilization Projects

Project Description: See Funding Request Form

Deliverables: See Funding Request Form

- See the attached Funding Request Form for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Bill Thompson, President

Mailing Address: Warroad Watershed District, PO Box 77, Warroad, MN 56763

Email: wrtins@centurylink.net

Phone Number: 218-242-4183

Grant Funding Authorized: \$160,000

Match Requirement: 10%

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Streambank/Shoreland Protection	\$125,000	\$13,650	Yes
Technical/Engineering	\$35,000		

Invoice Schedule: Monthly

**Direct Payment Authorizations: Consultant – HEI, 1401 21st Ave N, Fargo, ND 58102, Contractor
% of invoice reimbursement: 90%**

Match Documentation Requirements: Invoices

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than 12/31/2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - An extension of this agreement may be requested by submitting a written request to the JPB no later than September 1, 2021.
-

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
 - Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
 - Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
 - The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.
-

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
-

- January 15th, annually during the life of the agreement
- Per BWSR audit requirements during grant lifespan
- No later than 30 days following the end date of the agreement, or final project invoice.

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
4. Utilize an hourly rate based on BWSR's Grant Administration Manual.

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:



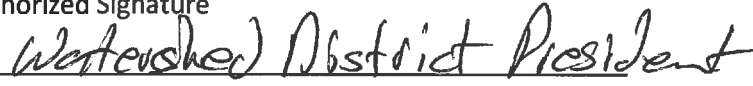
This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Warroad River Watershed District	
	
Authorized Signature	Date
	
Title	

Lake of the Woods Watershed Joint Powers Board	
_____	_____
Authorized Signature	Date

Title	

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.	
_____	_____
Authorized Signature	Date

Title	

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity:	WRWD
Project / Program Title:	Streambank Stabilization Projects
Description:	Restoration of three river bank sites
Timelines:	2020, 2021
Location: Planning Region(s)	Warroad River
Deliverable(s): plans, # BMPs, # miles, etc.	MG 4: 20 tons/yr sediment reduction MG 5: 90 lbs/yr P reduction MG 8: 455 total feet MG 11: 455 feet total Project items: grading, root wads and / or native vegetation installation, removal and / or strategic placement of fallen trees, and rip-rap armouring
Plan Reference: Action #, page #	WR S-05, p. 4-42
Resource Issues Addressed: Pages 2-3 to 2-6	MG-4: Elevated concentrations of suspended solids and sediment approaching (protection) or exceeding (restoration) water quality standards for aquatic life (2.1.1, A Level); Elevated concentrations of bacteria approaching (protection) or exceeding (restoration) water quality standards for aquatic recreation (2.1.2, B Level); Reduced concentrations of dissolved oxygen approaching (protection) or below (restoration) tolerable levels that can affect the diversity of quality of aquatic life (2.1.5, B Level); and Increased flows and sediment load impacting habitat for fish spawning (3.1.2, A Level). MG-5: Elevated concentrations of total phosphorus approaching (protection) water quality standards for aquatic life (2.1.4, A Level); Elevated nutrient (total phosphorus) enrichment in lakes approaching (protection) or exceeding (restoration) water quality standards, causing nuisance algal blooms that impede aquatic life and recreation, and toxic blue green algae in drinking water source (2.2.1, A Level); MG-8: Degradation of aquatic and riparian habitat associated with the physical damage to the banks and beds of creeks, streams and rivers from higher and faster flows due to altered hydrology (3.1.1, A Level); and Increased flows and sediment load impacting habitat for fish spawning (3.1.2, A Level).; MG-11: Increased development and density of existing development along shoreland causing loss of habitat, shoreland erosion, and impacting drainage and runoff (3.2.1, B Level).

Measurable Goals addressed:	4, 5, 8, 11
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2020 Activities:	River Bank Stabilization
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Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering	\$35,000.00	
Other		
2020 TOTAL	\$35,000.00	\$0.00

2021 Activities:	River Bank Restoration
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Project Category	2021 1W1P Budget	2021 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec	\$125,000.00	\$13,650.00
SSTS		
Technical/Engineering		
Other		
2021 TOTAL	\$125,000.00	\$13,650.00

Project Category	Total 1W1P Budget	Total Match Budget
Admin/Coordination	\$0.00	\$0.00
Ag Practices	\$0.00	\$0.00
Education/Information	\$0.00	\$0.00
Project Development	\$0.00	\$0.00
Streambank/Shoreland Protec	\$125,000.00	\$13,650.00
SSTS	\$0.00	\$0.00
Technical/Engineering	\$35,000.00	\$0.00
Other	\$0.00	\$0.00
TOTAL	\$160,000.00	\$13,650.00

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

**Cooperative Agreement for Implementation of Lake of the Woods
One Watershed One Plan Clean Water Funding**

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and Warroad River Watershed District (Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Project Alternative Identification - East and West Branch Warroad River & CD 10

Project Description: See Funding Request Form and Proposal

Deliverables: See Funding Request Form and Proposal

- See the attached Funding Request Form and Warroad River Storage Project Identification & Evaluation Proposal by HEI, Inc. for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Bill Thompson, President

Mailing Address: Warroad Watershed District, PO Box 77, Warroad, MN 56763

Email: wrtins@centurylink.net

Phone Number: 218-242-4183

Grant Funding Authorized: \$56,200

Match Requirement: NA

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Project Development	8,200	NA	No
Technical/Engineering	48,000	NA	No

Invoice Schedule: Monthly

Direct Payment Authorizations: Consultant – HEI, 1401 21st Ave N, Fargo, ND 58102

% of invoice reimbursement: 100%

Match Documentation Requirements: NA

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than 12/31/2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - An extension of this agreement may be requested by submitting a written request to the JPB no later than September 1, 2021.
-

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
 - Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
 - Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
 - The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.
-

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
-

- January 15th, annually during the life of the agreement
- Per BWSR audit requirements during grant lifespan
- No later than 30 days following the end date of the agreement, or final project invoice.

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
4. Utilize an hourly rate based on BWSR's Grant Administration Manual.

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:

This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Warroad River Watershed District

WRCP _____ Date 4/28/20

Authorized Signature _____
Date _____

Watershed Board President
Title _____

Lake of the Woods Watershed Joint Powers Board

Authorized Signature _____ Date _____

Title _____

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.

Authorized Signature _____ Date _____

Title _____

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity:	Warroad River Watershed District
Project / Program Title:	Project Alternative Identification - East and West Branch Warroad River & CD 10
Description:	Identification of project alternatives within the upstream watersheds of the east and west branches of the Warroad River and County Ditch (CD) 10. Project alternatives will focus on water retention, with the purpose of reducing downstream erosive peak flows and sediment transport.
Timelines:	Alternatives will be identified in 2020 with the intention of funding implementation of project in 2021 and 2022.
Location: Planning Region(s)	Warroad River Planning Region
Deliverable(s):	Project alternatives for 3 specific subwatersheds (East Branch Warroad River,
Plan Reference: Action #, page #	DM-10 (pg. 4-57)
Resource Issues Addressed: Pages 2-3 to 2-6	MG-4: 2.1.1, 2.1.2, 2.1.5, and 3.1.2 MG-5: 2.1.4 and 2.2.1 MG-7: 2.1.6, 2.3.1, 2.3.2, 2.4.1, 3.2.5, and 3.3.3 MG-8: 3.1.1 and 3.1.2 MG-11: 3.2.1 MG-13: 3.3.1 MG-15: 4.1.2 and 4.1.4
Measurable Goals addressed:	MG-4, MG-5, MG-7, MG-8, MG-11, MG-13, and MG-15

2020 Activities:	Project alternative and report
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Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development	\$8,200.00	
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering	\$48,000.00	
Other		
2020 TOTAL	\$56,200.00	\$0.00

2021 Activities:	Project alternative and report
-------------------------	--------------------------------

Project Category	2021 1W1P Budget	2021 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other		
2021 TOTAL	\$0.00	\$0.00

Project Category	Total 1W1P Budget	Total Match Budget
Admin/Coordination	\$0.00	\$0.00
Ag Practices	\$0.00	\$0.00
Education/Information	\$0.00	\$0.00
Project Development	\$8,200.00	\$0.00
Streambank/Shoreland Protec	\$0.00	\$0.00
SSTS	\$0.00	\$0.00
Technical/Engineering	\$48,000.00	\$0.00
Other	\$0.00	\$0.00
TOTAL	\$56,200.00	\$0.00



Maple Grove Office	P	763.493.4522	F	763.493.5572
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7550 Meridian Circle North, Suite 120 | Maple Grove, MN 55369

January 22, 2020

Keith Landin

Treasurer – Warroad River Watershed District
121 Wabasha Ave. NE, Suite C
Warroad, MN 56763

Subject: Warroad River Storage Project Identification & Evaluation Proposal

Dear Keith:

Thank you for continuing to include Houston Engineering, Inc (HEI) as the Warroad River Watershed District (WRWD) moves into the implementation phase of the Lake of the Woods Watershed (LOWW) Comprehensive Watershed Plan. Following the January 14, 2020 meeting including HEI, Mike Hirst, and the WRWD, we're pleased to provide you with a proposed concept and budget estimate for identifying and recommending potential storage projects within the Warroad River planning region.

Our understanding is that the WRWD would like to identify project alternatives within the upstream watersheds of the east and west branches of the Warroad River and County Ditch (CD) 10 (study area). The project alternatives should focus on water retention, with the purpose of reducing downstream erosive peak flows and sediment transport. The goal of these projects, as we understand it, is to not only reduce in-channel sediment transport to the Warroad Harbor, but also to further protect future in-channel stream restoration projects by reducing peak flows within the systems. We anticipate that the project alternative development would be a collaborative effort developed through a project team that would include various stakeholders such as the LOWW Implementation Committee and Minnesota Department of Natural Resources (MnDNR) staff, particularly the Wildlife Manager at Norris Camp.

PROPOSED CONCEPT

HEI proposes the following concept for the project.

Task 1: Project Team Meetings & Concept Development

It is our understanding that local stakeholders already have some ideas about what types of projects they would like to complete within the study area, regarding to both water retention and channel stabilization. HEI will hold up to two project team meetings to discuss the project goals and technical objectives, and to establish some initial alternatives to act as a starting point to build off. The meetings will also establish a methodology for evaluating the alternative benefits and prioritizing projects. HEI will attend meetings in person from our Thief River Falls office while staff from our Maple Grove office will participate via video conference (HEI recommends holding meeting in Warroad, MN at the Discover and Development Hub).

Several tools have already been developed for the study area as part of past projects and planning efforts. These include a:

- Hydrological Simulation Program - FORTRAN (HSPF) model as part of the Lake of the Woods Total Maximum Daily Load (TMDL) study;
- Prioritize, Target, and Measure Application (PTMApp) data set as part of the One Watershed, One Plan (1W1P) process; and
- Hydrologic Engineering Center River Analysis System (HEC-RAS) model as part of a 2016 Accelerated Implementation Grant (AIG).

Any combination of these tools may be useful in the evaluation of potential project alternatives. Additionally, HEI has developed several proprietary tools and geospatial analysis that could be useful in assisting with project

alternative identification. These include:

- Hydrologic and hydraulic analysis tools that operate with PTMApp data sets to evaluate the hydraulic benefits of practices; and
- Depressional analysis tools that further identify natural storage potential.

HEI will work with the project team to determine which of these tools (or combination) are most appropriate based on the types of projects and benefit evaluation requested. Tool selection will be a direct result of the project team discussions in Task 1. HEI will develop a Project Plan which outlines the methodology for working with the model(s) to develop project alternatives.

HEI Deliverables

- Up to two project team meetings;
- Defined project goals and technical objectives; and
- Project Plan.

Task 2: Project Alternative Development

HEI will utilize the Project Plan developed under Task 1 to identify potential project alternatives and estimate the anticipated resulting benefit. We understand that the effort required under Task 2 is largely dependent on what is decided by the project team during Task 1. Factors that can affect the amount of effort include the number of projects evaluated or the analysis required for evaluation. Therefore, we are providing an estimated budget for a potential Task 2 scope. For purposes of this proposed concept, we are limiting the scope to three potential projects per reach (for a total of 9 potential study area projects). We are estimating having to make up to two trips to the study area out of our Thief River Falls office to field verify the potential project alternatives and collect additional data. Whenever possible, we will coordinate these trips with local staff. Benefits evaluation will include:

- Estimated reduction in peak flow within the East/West Branch Warroad River and CD10; and
- Estimated reduction in sediment transport capacity;
- Estimated project cost; and
- Prioritization based on cost effectiveness.

An example of a potential project alternative development process is:

1. Utilize the depressional analysis tools to identify opportunities for storage within the CD 10 watershed;
2. Perform field verification of these locations and landowner willingness verification via local staff;
3. Modify the HSPF or PTMApp data to account for storing water within these depressions;
4. Evaluate the peak flow reduction for a standardized storm event (i.e. 10-year), resulting from implementation of the depressional storage;
5. Compare the hydrographs at the outlet of CD 10 and utilize them to run a before and after scenario within the HEC-RAS model;
6. Evaluate the changes in shear stress/velocity within the Warroad River system and correlate them to sediment transport reduction;
7. Work with local staff to estimate project cost and determine cost benefit.

Once the project alternatives and estimated benefits are evaluated, HEI will develop a Project Portfolio for each of the three areas (West Branch Warroad River, East Branch Warroad River, and CD 10). These Project Portfolios will identify potential projects within the watersheds as well as the estimated benefits described above.

Lastly, HEI will attend a final meeting to present the results and provide the final deliverables. Similar to the project team meetings, we anticipate that staff from our Thief River Falls office will attend in person while staff from our Maple Grove office will participate via video conference.

HEI Deliverables

- Three project portfolios (West Branch Warroad River, East Branch Warroad River, and CD 10), each evaluating three potential project alternatives; and
- Final project meeting.



PROPOSED BUDGET

HEI has prepared the following budget for the proposed tasks outlined above.

Task Number	Task Description	Cost
1	Project Team Meetings & Concept Development	\$8,200
2	Project Alternative Development	\$48,000
Total Cost		\$56,200

In addition, we have included the Lake of the Woods 1W1P Funding Request Form for this project. If you have any questions about the tasks that we've used to derive these costs, please don't hesitate to call and discuss.

Thank you for contacting us and we look forward to the opportunity to continue working with the WRWD and the LOWW Implementation Committee.

Sincerely,

HOUSTON ENGINEERING, INC.

Jeremiah Jazdzewski, PE

Project Engineer
Direct: 763.493.6689
jjazdzewski@houstoneng.com

Tony Nordby, PE

Project Engineer
Direct: 218.681.2951
tnordby@houstoneng.com

Administrative purposes only:

Agreement Number: _____

Date work may begin: _____

End Date: _____

Amendments (list dates): _____

**Attach amendment documents.*

**Cooperative Agreement for Implementation of Lake of the Woods
One Watershed One Plan Clean Water Funding**

This Cooperative Agreement is between the Lake of the Woods Watershed Joint Powers Board (JPB) and City of Warroad (Non-Partner).

The Partner is requesting FY20 One Watershed One Plan Watershed Based Funding through the JPB to implement the following Clean Water Fund project:

Project Title: Warroad Stormwater Retrofit Analysis

Project Description: See Funding Request Form

Deliverables: See Funding Request Form

- See the attached Funding Request Form and Confirmation of Request for Engineering Services by Wiseth Smith Nolting and Assoc., Inc. for project description.
- Eligible activities must be included in the FY20 LOW 1W1P Work Plan.

Partner Point of Contact and Title: Dan Trosen, Utility Superintendent

Mailing Address: City of Warroad, PO Box 50, Warroad, MN 56763

Email: citysupt@mncable.net

Phone Number: 218-386-1873

Grant Funding Authorized: \$13,500

Match Requirement: 10% or up to \$1500, whichever is less

Activity (eLink reference)	Grant Amount	Match Amount and Source	Workplan Match? (Yes/No)
Project Development	\$13,500	\$1,500 / City of Warroad	Yes

Invoice Schedule: Monthly

Direct Payment Authorizations: Wiseth Smith Nolting and Assoc., Inc.

% of invoice reimbursement: 90%

Match Documentation Requirements: Invoices

Start Date:

- Work may not commence until this agreement is finalized and all signatures have been obtained. All expenses charged to the grant must be on or after the date of the last signature on this agreement. The start date will be set as the date of the last signature on this agreement.

End Date:

- All work must be completed no later than 12/31/2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - An extension of this agreement may be requested by submitting a written request to the JPB no later than 08/01/2020.
-

Terms of Payment and Schedule:

- Reimbursement for costs incurred will be processed by completing the Payment Request Voucher.
 - Invoices must be submitted at a minimum, quarterly, no later than 10 days following the end of the quarter. See Invoice Schedule (see above) for authorized payment schedule. All invoices will be reviewed by the Fiscal Agent and Coordinators for proper documentation and eligibility prior to approval for reimbursement.
 - Condition of Payment: All services provided by the Partner under this agreement must be performed to the JPB's satisfaction, as determined at the sole discretion of the JPB's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Partner will not receive payment for work found by the JPB to be unsatisfactory or performed in violation of federal, state, or local laws or the BWSR Clean Water Funding Policy.
 - The JPB retains the right to review and approve all invoices at a regularly scheduled meeting prior to reimbursement and may do so at the request of the JPB's Authorized Representative.
-

Reporting Requirements:

The 1W1P Coordinators and Fiscal Agent will be responsible for grant reporting requirements to BWSR. As a requirement of FY20 Watershed Based Funding Program Grant, an annual progress report must be submitted to BWSR by February 1st of each year, including a status of implementation and report of expenditures. An additional status and expenditures report is required by June 30th of each year. A final progress report must be submitted to BWSR by February 1, 2022 or within 30 days of completion of the Grant, whichever occurs sooner.

Partner Reporting Responsibilities: at a minimum, reporting must be completed by the Partner at the following intervals:

- June 15th, annually during the life of the agreement
 - January 15th, annually during the life of the agreement
 - Per BWSR audit requirements during grant lifespan
 - No later than 30 days following the end date of the agreement, or final project invoice.
-

The Partner will be required to provide a progress report with each invoice that will be utilized to fulfill BWSR reporting requirements. Additional requests may be made by the Coordinator to achieve reporting requirements.

The Partner agrees to the following:

The Partner will abide by the BWSR Clean Water Funding policy and Grant Administration Manual (<https://bwsr.state.mn.us/gam>). This is including, but not limited to:

1. For on the ground projects and practices, the Partner will require an Operation and Maintenance Plan that satisfies BWSR requirements.
2. Contract for services in accordance to Clean Water Fund Policy, State of Minnesota Department of Labor and Industry Prevailing Wage Law, and the requirements of the grant agreement executed between BWSR and the Joint Powers Board.
3. Track all hours per BWSR requirements and submit to the Fiscal Agent on a quarterly basis. Failure to meet BWSR requirements will be the responsibility of the Partner.
4. Utilize an hourly rate based on BWSR's Grant Administration Manual.

Non-compliance:

Non-compliance with this agreement will be reviewed by the JPB. The JPB will attempt to address the issue on a voluntary basis. Unresolved issues will follow procedures outlined by the funding source of the project. The most applicable non-compliance procedures are outlined in the BWSR Grants Administration Manual (GAM).

Amendment:

Amendments to funding levels, deliverables, activities, end dates or other items must be approved by the JPB or authorized under policy of the JPB. All requests must be made in writing using an Amendment Request Form.

The JPB will review progress on activities contained within the agreement and retains the right to adjust agreement amounts based on the deliverables, actions and milestones.

Project fund reallocation

Funds may be reallocated to another project if milestones are not met per review of required reports. The reallocation will be on a case-by-case scenario at the discretion of the JPB.

Termination:

This agreement may be cancelled at any time by either party, with or without cause, upon sending written notice thirty (30) days prior to the termination of this agreement. Upon termination, each party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Non-compliance with the agreement or the BWSR Grants Administration Manual will be the responsibility of the Partner and will remain in effect until satisfactorily resolved.

Hold Harmless, Indemnification Clause:

The Partner agrees to defend, indemnify and hold the JPB and its officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Partner, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Partner or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

This agreement is effective upon signature by all parties:

Click or tap here to enter text.

Paul Toen 5-4-2020
 Authorized Signature Date
Ut. City Superintendent
 Title

Lake of the Woods Watershed Joint Powers Board

 Authorized Signature Date

 Title

I certify that the work plan and grant agreement are approved by BWSR and the funding has been released in eLink.

 Authorized Signature Date

 Title

Lake of the Woods One Watershed One Plan Funding Request Form

Requesting Entity:	City of Warroad
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Project / Program Title:	Warroad Stormwater Retrofit Analysis
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Description:	Inventory and inspection of existing infrastructure. Proposed work will be conducted by WSN Engineering. Dan Trosan, City of Warroad, will oversee the project workload. This project will be considered Phase 1. The City of Warroad will be encouraged to undertake a Phase 2, which would include an overall look at future development and a stormwater management plan. See proposal from WSN Engineering.
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Timelines:	Inventory and inspection 2020, 2 months; education 2020 (see Roseau SWCD request)
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Location: Planning Region(s)	Warroad River
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Deliverable(s):	1 analysis; # hours
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Plan Reference: Action #, page #	DM-17, pg 4-58; EO-15, p. 4-61
---------------------------------------------	--------------------------------

Resource Issues Addressed: Pages 2-3 to 2-6	2.1.6: Landuse developments contributing to runoff 2.3.1: Increases on amount of impervious areas 2.3.2: Wetter than average precipitation cycle and increased amount of extreme weather events 3.2.5: Stormwater systems contributing runoff to river/lake 5.1.1 Education and outreach to next generation to build water awareness 5.1.2 Education and outreach about natural resources and water related issues
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Measurable Goals addressed:	MG - 4: Sediment MG - 5: Phosphorus MG - 7: Surface water runoff retention MG - 11: Protect shoreline habitat MG - 13: Habitat protection
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2020 Activities:	Inventory and Inspection
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Project Category	2020 1W1P Budget	2020 Match Budget
Admin/Coordination		
Ag Practices		

Education/Information		
Project Development	\$13,500.00	\$1,500.00
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other		
2020 TOTAL	\$13,500.00	\$1,500.00

2021 Activities:		
Project Category	2021 1W1P Budget	2021 Match Budget
Admin/Coordination		
Ag Practices		
Education/Information		
Project Development		
Streambank/Shoreland Protec		
SSTS		
Technical/Engineering		
Other		
2021 TOTAL	\$0.00	\$0.00

Project Category	Total 1W1P Budget	Total Match Budget
Admin/Coordination	\$0.00	\$0.00
Ag Practices	\$0.00	\$0.00
Education/Information	\$0.00	\$0.00
Project Development	\$13,500.00	\$1,500.00
Streambank/Shoreland Protec	\$0.00	\$0.00
SSTS	\$0.00	\$0.00
Technical/Engineering	\$0.00	\$0.00
Other	\$0.00	\$0.00
TOTAL	\$13,500.00	\$1,500.00

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES**

CLIENT: City of Warroad, MN **LOCATION:** Warroad, Minnesota **DATE:** November 18, 2019

SERVICE REQUESTED BY: City of Warroad, MN

PROJECT: Stormwater Retrofit Analysis

DESCRIPTION OF WORK INVOLVED:

City of Warroad has been identified in the Lake of the Woods One Watershed One Plan (LOW 1W1P) final plan as being recommended to have performed a stormwater retrofit analysis, including inventory and inspection of existing infrastructure (Data Collection and Monitoring Actions, DM-17).

WSN has worked on several of these studies recently and is presently helping to complete such a study for the City of Brainerd, MN. These studies produce a targeted, prioritized, and measurable implementation plan the informs the City's CIP for 10 years. We propose a study for the City of Warroad that consists of three phases:

- (1) Desktop and Field Assessment – kickoff meeting; acquire and assemble data; delineate and characterize pipeshed; field survey of potential BMPs; and initial retrofit screening.
- (2) Alternatives Analysis – perform water quality analyses of BMP alternatives; develop opinion of probable costs; coordinate with the City on costs and levels of maintenance; develop 30-year present-day value estimates; and rank alternatives.
- (3) Report – develop final report and present to the City.

The final report will be in a format that is amenable for use in applying for BMP design and implementation funding, such as the state's Clean Water Fund.

We anticipate this project will take approximately 2 months to complete and can begin the project at any time.

PROFESSIONAL FEES (Includes WSN time and expenses): Stormwater Retrofit Analysis \$14,652.00

BILLING METHOD:

- Hourly
- Percentage
- Lump Sum
- Other

BILLING SCHEDULE:

- Monthly
- Phased
- Upon Completion

REMARKS: Services and billing will be on an hourly plus expenses basis per the 2020 Fee Schedule and General Provisions of Professional Services Agreement.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING AND ASSOC., INC.

BY: _____
Steve Emery, Vice President

BY: _____
Lorin Hatch, Water Quality Scientist

APPROVED:

CITY OF WARROAD

BY: _____

DATE: _____

Agenda Item

Present MCIT Joint Powers Agreement

Board Action Requested

None.

Background

The LOWWJPB Approved a resolution on April 22, 2020, entering into an agreement with Minnesota Counties Insurance Trust for the purposes of insurance for the Joint Powers Board. At the April 22, 2020 meeting, the JPB members did not have a copy of MCIT's Joint Powers Agreement to review. JPB members need to review the attached Joint Powers Agreement.

Suggested Motion:

No motion is needed if the JPB is satisfied with the agreement language.
If the JPB is not satisfied with the agreement language, then board action can be taken.

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST JOINT POWERS AGREEMENT

THIS AGREEMENT is made by and between the political subdivisions or governmental units organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members", and individually as "Member" which are parties signatory to this Agreement. Members are sometimes referred to herein as "Parties."

WHEREAS, Minn. Stat., § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting Parties and provides that regardless of the number of participating governmental units, the joint powers entity may be treated as one governmental unit for purposes of liability.

WHEREAS, Minn. Stat., § 471.59 provides that the governing body of any governmental unit may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function it is authorized to provide for itself.

WHEREAS, Minn. Stat., § 471.981 provides that two or more political subdivisions may by agreement establish a self-insurance pool; and

WHEREAS, political subdivisions may self-insure, purchase insurance through an authorized carrier, or any combination thereof; and

WHEREAS, the creation and operation of a joint self-insurance pool by Counties for political subdivisions or governmental units is economically feasible and practical; and

WHEREAS, the administration of the joint self-insurance pool shall rest solely with the County Members.

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat., §§ 471.59 and 471.981 and all other applicable statutes and regulations, the Parties hereto agree as follows:

Article I Purpose of Agreement

The Members desire to establish a mechanism whereby the Members may jointly exercise powers common to each participating Member to:

- A. Develop and administer a risk management service program;
- B. Prevent or lessen the frequency and severity of losses occurring in the operation of Member functions;
- C. Defend and protect, in accordance with this Agreement, bylaws and coverage documents, any Member against stated liability or loss;
- D. Provide other similar or related services and programs as determined by the Board.

The powers and duties created herein and the activities and services jointly provided to each Member shall not constitute the procurement of insurance or operation of an insurance business, unless specifically stated by resolution of the Board. This Agreement is also intended to establish procedures

to modify membership and establish a mechanism whereby programs and services may be developed for the benefit of the Members.

Article II Name

The name of this joint powers entity shall be the MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST, hereinafter sometimes referred to as "MCIT".

Article III Membership

Membership in MCIT shall be open to any governmental unit or other political subdivision as set forth in Minn. Stat., § 471.59 subd. 1, and Minn. Stat., § 471.981, or other entity that is determined by the Board to qualify for membership who is also included in the definition of "Municipality" as defined in Minn. Stat., § 466.01, subd. 1. The Board may impose such conditions on membership as it deems appropriate to protect the interest of MCIT and to provide for the benefit of its Members; and such conditions as are required by the Agreement, the Bylaws or by applicable statutes or regulations. The Board, at its discretion, may create, modify or abolish classes, levels, types or other groups of membership within MCIT with differing Member rights, privileges or obligations.

Article IV Board of Directors

There is hereby created a Board of Directors of MCIT, herein referred to as the "Board", which shall be empowered to oversee and administer MCIT. The Board shall be empowered to manage all the affairs of MCIT and to do all things necessary or convenient for the furtherance of the purposes of MCIT, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property real or personal; employing personnel either as employees or by contract; and employing consultants such as attorneys, auditors, accountants, risk managers, actuaries and others. The Board shall provide for the strict accountability of funds.

Article V Divisions

The Board shall be empowered to create, modify or abolish divisions within MCIT as needed for the operation of MCIT programs. The Board shall preside over and supervise the management, business and affairs of each division.

Article VI Bylaws & Operating Policies and Procedures

The Board shall adopt Bylaws which provide for the operation and administration of MCIT. The Board may adopt operating policies and procedures to direct and document the specific activities of MCIT.

**Article VII
Meetings of the Board**

The Board shall set the time and place for holding regular meetings of the Board.

Special meetings of the Board may be called by or at the request of the Chair, or in his absence, the Vice Chair, or any two (2) members of the Board.

There shall be an annual membership meeting of MCIT at a place and time determined by the Board. Members shall be given adequate and timely notice of the annual meeting.

The Board at its discretion may call additional membership meetings. Members shall be given adequate and timely notice of the meeting.

Adequate and timely notice for membership meetings means sending the meeting notice at least 30 calendar days prior to the date of the meeting.

All meetings of the Board shall comply with Minn. Stat. Ch. 13D – The Open Meeting Law.

**Article VIII
Term of Agreement/Termination of MCIT**

This Agreement shall remain in effect until the purpose of the Agreement is completed as determined by the MCIT Board of Directors and is:

- A. Terminated by a 2/3 majority vote of those delegates of County Members present at a duly noticed membership meeting; or
- B. Suspended or superseded by an amended Agreement between the Members; or
- C. Terminated by operation of law.

**Article IX
Changes in Membership Status/Departing Members**

No Members may withdraw from this Agreement, or any division of MCIT created pursuant to Article V, for a period of three (3) years after its initial entry into MCIT or division whichever is later. A Member may, after the initial three years, withdraw from this Agreement, or any division of MCIT created pursuant to Article V, upon written notice to the Board according to the Bylaws applicable to the affected division or divisions.

Members that withdraw, that are disqualified for membership, or whose division, class, level, type or group is abolished will be considered as departing MCIT and shall not be considered as having terminated the purpose of MCIT or affected the continuance of MCIT. A departing Member shall remain jointly and severally liable for all debts, obligations and liabilities which were incurred on its behalf or by MCIT during the term of its membership. The liability of a departing Member shall be determined in accordance with the Bylaws and other applicable requirements. A departing Member shall have no right or claim to the reserves or other holdings of MCIT. A departing Member may be entitled to a share of the assets of MCIT only if deemed appropriate by the Board.

**Article X
Assessments/Distribution of Assets**

The amount of any liabilities in excess of assets, in any division of MCIT, shall be assessed to the appropriate Members of MCIT in a form, manner and amount as determined by the Board.

The Board may, at its discretion, determine that an assessment is necessary to insure the financial integrity of MCIT, to operate and maintain MCIT or to carry out other purposes of MCIT pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board.

In the event that the assets, in any division of MCIT, are determined to be more than sufficient to meet liabilities and maintain prudent reserves, such assets may be returned to Members; credited toward future annual payments or otherwise utilized as determined by the Board.

Upon termination of MCIT the Board shall adopt a plan to fund all continuing liabilities and obligations and to assess Members for such liability and obligations or return assets by a formula based on the proportion of losses, services provided and monies received.

**Article XI
Indemnification and Hold Harmless**

MCIT shall be considered a separate and distinct governmental unit to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. MCIT shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

MCIT shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MCIT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat., § 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minn. Stat., § 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties

**Article XII
Amendment**

The Board shall have the power to propose amendments to the Joint Powers Agreement subject to a vote by the County Members. They shall be provided adequate and timely notice of the proposed amendments.

Amendments to the Joint Powers Agreement shall be voted on by the County Members present at a duly noticed membership meeting. An affirmative vote of the majority of the County Members present at the membership meeting shall constitute a change in the Joint Powers Agreement and will not require execution by individual Members.

Article XIII Other Agreements

This Agreement replaces earlier joint powers agreements concerning the establishment and operation of MCIT. To the extent that previous agreements are inconsistent with the provisions of this Agreement such earlier agreements are void. Entering into this Agreement does not alter a Member's initial entry date into MCIT or a division of MCIT for the purposes of calculating the minimum time necessary for withdrawal from MCIT or a division of MCIT. Failure to adopt this Agreement does not constitute withdrawal from MCIT or alter a Member's obligations for participation.


**BOARD OF WATER
AND SOIL RESOURCES**

**FY 2020 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED-BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT**

Vendor:	0001057107	VN#:	
PO#:	3000012227	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lake of the Woods Watershed Joint Powers Board, PO Box 217 Baudette Minnesota 56601 (Grantee).

This grant is for the following Grant Programs :

C20-9994	2020 - Lake of the Woods Watershed 1W1P	\$621,173
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Total Grant Awarded: \$621,173

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
2. The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
3. The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:	TITLE	Josh Stromlund
	ADDRESS	PO Box 217, 119 1st Ave NW
	CITY	Baudette
	TELEPHONE NUMBER	218-634-1945

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

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

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

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

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

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

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

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

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

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

13. **Termination.**

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

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

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

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

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

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Lake of the Woods Watershed Joint Powers Board

Board of Water and Soil Resources

By: Nancy Dunnell *Nancy Dunnell*
(print)
Nancy Dunnell
(signature)

By: Kevin D. Bigalke Digitally signed by Kevin D. Bigalke
Date: 2020.05.07 10:29:57 -05'00'

Title: Board Chair

Title: Assistant Director for Regional Operations Digitally signed by Assistant
Director for Regional Operations
Date: 2020.05.07 19:30:14 -05'00'

Date: 5/1/20

Date: _____