



Agenda

Vermillion River Watershed Joint Powers Board Meeting

December 7, 2023, 1 p.m., in-person and teleconference via Microsoft Teams

- | | | |
|---|--------|---------|
| 1. Call to Order | | |
| 2. Roll Call | | |
| 3. Audience Comments on Items Not on the Agenda
<i>(please limit audience comments to five minutes)</i> | | |
| 4. Consent Agenda | Action | |
| a. Approval of Agenda | | Page 1 |
| b. Approval of Minutes from the October 26, 2023, Meeting | | Page 3 |
| c. Acceptance of Treasurer's Reports and Draft Fund Statements | | Page 8 |
| d. Approval of VRWJPB Meeting Dates for 2024 | | Page 11 |
| e. Authorization to Execute a Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2024 | | Page 13 |
| f. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2024 | | Page 30 |
| 5. Approval of Expenses | Action | Page 45 |
| 6. Business Items | | |
| a. Adoption of VRWJPO 2023 Budget and Watershed Management Tax District Levy | Action | Page 46 |
| 7. Staff Reports | | |
| 8. Adjourn | Action | |

Please note, the December 7, 2023, Vermillion River Watershed Joint Powers Board meeting will take place **in-person** in Conference Room A at the Extension and Conservation Center, 4100 220th Street West, Farmington Minnesota **and via teleconference** on the web-based application, Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 214 667 173 244

Passcode: anoï6z



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[+1 651-273-3070,,913348826#](#) United States, St. Paul

Phone Conference ID: 913 348 826#

[Find a local number](#) | [Reset PIN](#)

Other Information

Next Meeting Date: **January 25, 2024**, at 1 p.m.

You will be notified if the meeting is cancelled due to an anticipated lack of quorum.



Meeting Minutes

Vermillion River Watershed Joint Powers Board (JPB) Meeting

October 26, 2023, 1 p.m., in-person and virtual via Microsoft Teams

Board Members in Attendance

Dakota County Commissioner Mike Slavik
Dakota County Commissioner Mary Hamann-Roland
Scott County Commissioner Tom Wolf

Others in Attendance

Dakota County Commissioner Bill Droste, VRWJPB alternate
Travis Thiel, Dakota County, Vermillion River Watershed Joint Powers Organization (VRWJPO) Administrator
Brita Moore-Kutz, Dakota County, VRWJPO Communications and Outreach Specialist
Jeff Dunn, Dakota County, VRWJPO Water Resources Engineer
Paul Beaumaster, Dakota County, Assistant County Attorney/VRWJPO Legal Counsel
Valerie Neppel, Dakota County, Groundwater Protection Unit Supervisor (virtual)
Jessica Schaum, City of Apple Valley, Natural Resources Coordinator (virtual)
Renee Christianson, City of Elko New Market, Senior Planner (virtual)

Agenda

1. Call to Order

Meeting was called to order at 1 p.m.

2. Roll Call

Commissioners Slavik, Hamann-Roland, and Wolf were in attendance.



3. Audience Comments on Items Not on the Agenda

No comments.

4. Approval of Consent Agenda

- a. Approval of Agenda
- b. Approval of Minutes from the August 24, 2023, Meeting
- c. Acceptance of Treasurer's Reports and Draft Fund Statements

Res. No. VRW 23-30: Motion by Commissioner Wolf to approve the consent agenda, seconded by Commissioner Hamann-Roland. Motion carried on a 3-0 vote.

5. Approval of Expenses

Travis Thiel presented expenses from August 15-September 15, 2023, totaling \$93,704.87.

Travis also presented expenses from September 16-October 16, 2023, totaling \$56,839.16.

Res. No. VRW 23-31: Motion by Commissioner Hamann-Roland to approve the expenses, seconded by Commissioner Wolf. Motion carried on a 3-0 vote.

6. A. Update on the 2023 Vermillion River Watershed Joint Powers Organization Capital Improvement Projects

Travis Thiel presented information on the capital improvement projects the watershed is working on or has completed in 2023 and the funding sources for them.

Commissioner Hamann-Roland asked about visiting the Rosemount Public Works/Police Campus infiltration basins project. Travis said the site is pretty secured during construction, but it may be possible in 2024.

Commissioner Hamann-Roland asked if Boy Scout/Girl Scout troops or similar organizations could help with carp removal from East Lake. Travis replied that yes, it is possible, but it's hard to get enough people to make a big dent in the fish population. It is a good way to bring awareness to the issue and a possible event the VRWJPO may pursue in the future.

Information only.



B. Update on Stakeholder Engagement Plan for the Vermillion River Watershed Joint Powers Organization Watershed Management Plan Update

Brita Moore-Kutz presented an overview of the Stakeholder Engagement Plan. She highlighted objectives and approaches, the timeline, who is included in the stakeholder list, and different ways VRWJPO is engaging with the various stakeholders (public meetings, electronic media, activities, print surveys, and such). She also demonstrated the Social PinPoint map tool hosted on the VRWJPO website and the electronic survey.

Brita encouraged the elected officials present to talk with other elected officials in their jurisdiction.

Commissioner Hamann-Roland asked if VRWJPO could engage more directly with local elected officials, i.e., city councilmembers. Travis said that typically falls on city staff to engage their elected officials.

Commissioner Hamann-Roland brought up Cedar Park STEM School as another potential contact, with Kelli Ellickson as the point person.

Commissioner Slavik said that the opportunity to get lots of ideas is great, but VRWJPO is limited in how many of those ideas can be enacted. Commissioner Hamann-Roland said that she was thinking of it more as opportunities to keep up connections with people and follow up with them about things they can do to get involved. Travis said that the parameters for the Watershed Plan ultimately are set by the Joint Powers Board. The Plan helps identify what are the core things that the VRWJPO does.

Commissioner Droste said that natural resource restoration projects often take a long time to complete because many go through a grant application process, which come with their own stipulations as well.

Information only.

7. Staff Reports

Jeff Dunn

Travis introduced Jeff Dunn as the new Water Resources Engineer. He started his work with the VRWJPO on October 23.

Travis Thiel



Travis has been attending township and small city officer meetings to inform them about the Watershed Plan update process, as well as plans to speak briefly at the upcoming Dakota County Township Officers Meeting.

Travis is considering possible changes to the empowering Joint Powers Agreement (JPA) that establishes the VRWJPO as an organization. Currently the JPA does not have any provision for Commissioners rotating in and out of the JPB, which the Dakota County Commissioners representing communities in the watershed have been doing. He has talked with Commissioner Slavik individually about this. Staff have also expressed interest in changing the provision that requires the Watershed Planning Commission to follow Open Meeting Law. Commissioner Slavik said he'd like to have a strategic planning session to address some of these topics in depth, separately from a regular JPB meeting.

In accordance with one of the Watershed Plan goals, to maintain a sustainable water supply, Travis has been working with the Dakota County Groundwater Protection Unit and Soil and Water Conservation District (SWCD) to create a low-input turf program. A pilot program like the Landscaping for Clean Water program will run in 2024. Another related opportunity is the development of a state-approved low-input turf seed mix. This would make it easier to specify the mixes on public projects and could provide for consistent and tested seed mixes to seed vendors and retailers for the open market. The VRWJPO and Dakota County were pursuing the cost of research and testing with the University of Minnesota for this state-approved seed mix effort, but Met Council is now planning to take on this effort as it provides regional benefits.

Brita Moore-Kutz

Brita shared the Snapshot article published by the Minnesota Board of Water and Soil Resources (BWSR) about the watershed tour in August. She passed it on to local partners who collaborated on the tour. Commissioner Hamann-Roland asked her to post the article on the website.

Thinking more broadly about public engagement, Brita is working on a public awareness campaign for the watershed. She is exploring what can reasonably be measured and what the VRWJPO wants people to do as a result of the campaign. Most basically, helping people understand what the Vermillion River Watershed is and what the JPO's role is.

8. Adjourn

Motion by Commissioner Wolf to adjourn, seconded by Commissioner Slavik. Motion carried on a 3-0 vote.



Next Meeting Date: Thursday, December 7, 2023, at 1 p.m. in Conference Room A at the Dakota County Extension and Conservation Center, 4100 220th Street West, Farmington, MN.

Respectfully submitted by

Brita Moore-Kutz

Communications & Outreach Specialist for the Vermillion River Watershed Joint Powers Organization

Attest

Commissioner

Secretary/ Treasurer

Date



**2023 Vermillion River Watershed Joint Powers Organization
Treasurer's Report**

October 2023 - Vermillion River Watershed Joint Powers Board Meeting

	<u>Budget Amounts</u>	<u>Expenses to Date</u>	<u>Expenses Pending</u>	<u>Account Balance</u>
A. Administration & Operations (601-5010001-00000000)	\$ 240,500.00	\$ 113,978.53	\$ 13,353.45	\$ 113,168.02
B. Research & Planning (601-5010001-50100130)	\$ 41,600.00	\$ 19,942.42	\$ 4,452.75	\$ 17,204.83
C. Monitoring & Assessment (601-5010001-50100230)	\$ 156,900.00	\$ 82,029.17	\$ 13,647.70	\$ 61,223.13
D. Public Communications & Outreach (601-5010001-50100330)	\$ 167,900.00	\$ 137,846.01	\$ 7,796.68	\$ 22,257.31
E. Irrigation and Irrigation Audit (601-5010001-50100431)	\$ 20,000.00	\$ -	\$ 9,397.00	\$ 10,603.00
F. Regulation (601-5010001-50100530)	\$ 55,900.00	\$ 7,957.29	\$ 2,003.70	\$ 45,939.01
G. Coordination & Collaboration (601-5010001-50100531)	\$ 50,600.00	\$ 12,991.73	\$ 842.34	\$ 36,765.93
H. Feasibility/Preliminary Studies (601-5010001-50100631)	\$ 220,000.00	\$ 55,571.35	\$ 39,123.12	\$ 125,305.53
I. Capital Improvement Projects (601-5020001-50200130)	\$ 480,920.00	\$ 84,996.31	\$ 31,575.30	\$ 364,348.39
J. CWF BWSR- Watershed Grant (601-5010001-50100848)	\$ 12,000.00	\$ 8,293.06	\$ 86.96	\$ 3,619.98
K. WBIF Grant (BWSR) 2020-2023 North Creek (601-5010001-50100853)	\$ 387,500.00	\$ 163.03	\$ 80.73	\$ 387,256.24
L. WBIF Grant (BWSR) 2020-2023 Farmington Direct (601-5010001-50100854)	\$ 30,030.00	\$ -	\$ -	\$ 30,030.00
M. WBIF Grant (BWSR) 2020-2023 Hastings Direct (601-5010001-50100855)	\$ 30,030.00	\$ 29,380.18	\$ -	\$ 649.82
N. WBIF Grant (BWSR) 2020-2023 Ravenna Basins (601-5010001-50100856)	\$ -	\$ 3,511.13	\$ -	\$ (3,511.13)
O. Lakeville East Lake Restoration (601-5010001-50100858)	\$ 93,000.00	\$ 39,905.86	\$ -	\$ 53,094.14
P. CWF Comp Grant (BWSR) Foxborough TSS (601-5010001-50100859)	\$ 376,500.00	\$ 1,448.65	\$ -	\$ 375,051.35
Q. CWF Comp Grant (BWSR) Ravenna Trail (601-5010001-50100860)	\$ 545,000.00	\$ -	\$ -	\$ 545,000.00
R. 2022-2023 WBIF Grant (BWSR) Middle Creek (601-5010001-50100861)	\$ 363,000.00	\$ -	\$ 80.73	\$ 362,919.27
S. 2022-2025 WBIF Grant (BWSR) Alimagnet Alum (601-5010001-50100862)	\$ 45,000.00	\$ 32,044.78	\$ -	\$ 12,955.22
T. 2023 CWF Competitive Grant (BWSR) East Lake (601-5010001-50100863)	\$ 337,500.00	\$ 8,083.36	\$ 885.02	\$ 328,531.62
U. Wetland Bank (601-5010001-50100930)	\$ 189,800.00	\$ -	\$ -	\$ 189,800.00
VRW JPO Revised Budget Expense TOTAL	<u>\$ 3,843,680.00</u>	<u>\$ 638,142.86</u>	<u>\$ 123,325.48</u>	<u>\$ 3,082,211.66</u>

Budget Funding Sources

Wetland Bank	\$189,800.00
CIP Reserve	\$226,800.00
CIP Reserve Grant Match	\$136,660.00
Fund Balance from Underspending in Previous Year	\$271,810.00
Grant Carryover	\$12,000.00
CWF Grant (BWSR) Competitive 2022	\$841,500.00
CWF Grant (BWSR) Competitive 2023	\$300,000.00
CWF Grant WBIF (BWSR) 2020-2023	\$487,180.00
CWF Grant WBIF (BWSR) 2022-2025	\$396,000.00
CPL Grant (DNR) 2022-2025	\$90,000.00
Fee's on Permitting Activities	\$1,000.00
Dakota County Levy	\$964,900.00
Scott County Levy	\$35,100.00
Investment Earnings	\$14,000.00

Total \$3,966,750.00

**DAKOTA COUNTY
MINNESOTA**

**GOVERNMENTAL FUND BALANCE SHEET AND
GOVERNMENTAL ACTIVITIES - STATEMENT OF NET POSITION
VERMILLION RIVER WATERSHED DISTRICT
OCTOBER 31, 2023**

Assets

Cash and investments	\$ 1,971,898
Taxes receivable	
Current	-
Prior - net	-
Accounts receivable	-
	<hr/>
Total Assets	<u><u>\$ 1,971,898</u></u>

Liabilities

Current liabilities	
Accounts payable	\$ 10,233
	<hr/>
Total Liabilities	<u><u>\$ 10,233</u></u>

Fund Balance/Net Position

Unrestricted	\$ 1,961,666
	<hr/>
Total Fund Balance/Net Position	<u><u>\$ 1,961,666</u></u>
 Total Liabilities and Fund Balance/Net Position	 <u><u>\$ 1,971,898</u></u>

**DAKOTA COUNTY
MINNESOTA**

**NON-MAJOR FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
AND GOVERNMENTAL ACTIVITIES - STATEMENT OF ACTIVITIES
VERMILLION RIVER WATERSHED DISTRICT
FOR THE MONTH ENDED OCTOBER 31, 2023**

Revenues	
Taxes	\$ 574,260
License and permits	20
Intergovernmental	
Minnesota Department of Natural Resources	38,929
Board of Water & Soil Resources	150,000
Local Government	18,862
Investment earnings	30,611
Miscellaneous	7,458
	<hr/>
Total Revenues	\$ 820,139
Expenditures/Expenses	
Current	
Operating Expenses	\$ 585,736
Capital Expenses	58,243
	<hr/>
Total Expenditures/Expenses	\$ 643,979
Net Change in Fund Balance/ Net Position	
	\$ 176,161
Fund Balance/Net Position - January 1	<hr/> 1,785,505
Fund Balance/Net Position - December 31	<hr/> \$ 1,961,666

4d. Approval of Dates for 2024 Vermillion River Watershed Joint Powers Board Meetings

Meeting Date: 12/7/2023
Item Type: Consent-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

**PURPOSE/ACTION REQUESTED**

- Approval of dates for 2024 Vermillion River Watershed Joint Powers Board meetings

SUMMARY

The Vermillion River Watershed Joint Powers Board meetings are held on the fourth Thursday of every month (except November and December, when changes are made to accommodate holidays) at 1 p.m. at the Dakota County Extension and Conservation Center. It is proposed that the 2024 VRWJPB meetings continue on the same basis, according to the following schedule:

- January 25
- February 22
- March 28
- April 25
- May 23
- June 27
- July 25
- August 22
- September 26
- October 24
- December 5

EXPLANATION OF FISCAL/FTE IMPACT

None

RESOLUTION

4d. Approval of Dates for 2024 Vermillion River Watershed Joint Powers Board Meetings

WHEREAS, the Vermillion River Watershed Joint Powers Board is required by its Joint Powers Agreement to hold regular meetings, at least annually; and

WHEREAS, regularly scheduled meetings of the Vermillion River Watershed Joint Powers Board are required to complete its business in a timely and responsible manner;

NOW, THEREFORE, BE IT RESOLVED, that in calendar year 2024, the Vermillion River Watershed Joint Powers Board will meet on the fourth Thursday of the month (except in November and December) at 1 p.m., according to the following schedule:

- January 25
- February 22
- March 28
- April 25
- May 23
- June 27
- July 25
- August 22
- September 26
- October 24
- December 5

4e. Authorization to Execute Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2024

Meeting Date: 12/7/2023
Item Type: Consent-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

**PURPOSE/ACTION REQUESTED**

- Authorization to execute a Joint Powers Agreement with Dakota County Soil and Water Conservation District (SWCD) for Services in 2024

SUMMARY

Dakota County Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements. Each of the tasks in Dakota County SWCD's proposed work plan and budget (Attachment A) is included as a line item in the 2024 Vermillion River Watershed Joint Powers Organization (VRWJPO) budget. The largest proposed spending is in the Capital Improvement Project category. Rather than developing VRWJPO cost-sharing programs that duplicate existing efforts, the VRWJPO relies on the established cost-share programs implemented by Dakota County SWCD to efficiently implement water-quality improvement projects. The VRWJPO provides Dakota County SWCD with funds to cost-share best management practices (BMPs) in urban and rural areas throughout the watershed.

VRWJPO staff recommend authorization to execute a Joint Powers Agreement with Dakota County SWCD for Services in 2024.

EXPLANATION OF FISCAL/FTE IMPACT

Total not to exceed \$251,000.

Supporting Documents:

Attachment A: Dakota County SWCD 2024 Work Plan and Budget
Attachment B: Draft Dakota County SWCD JPA

Previous Board Action(s):**RESOLUTION****4e. Authorization to Execute Joint Powers Agreement with Dakota County Soil and Water Conservation District for Services in 2024**

WHEREAS, the Dakota County Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, policy development, regulatory review, inventory and assessment, and capital improvements; and

WHEREAS, the Dakota County SWCD is proposing to assist the VRWJPO with similar tasks in 2024; and

WHEREAS, the tasks outlined in the Dakota County SWCD proposed work plan and budget are each included as line items in the VRWJPO 2024 Budget in various categories; and

WHEREAS, the VRWJPO relies on Dakota County SWCD's established cost-share programs to efficiently implement capital improvement projects in the Vermillion River Watershed.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby authorizes its Chair to execute a Joint Powers Agreement with Dakota County SWCD for a total not to exceed \$251,000 as presented to the Vermillion River Watershed Joint Powers Board at its meeting on December 7, 2023; subject to approval by the Dakota County Attorney's Office as to form.

2024 Dakota County SWCD Work Plan and Budget Vermillion River Watershed Joint Powers Organization

Evaluation and Policy

- Incentive program policy assistance for programs to install voluntary conservation practices \$1,000
- Subtotal \$1,000**

Feasibility/Preliminary Studies

- Preliminary design, technical assistance and marketing of voluntary conservation practices \$40,000
- Subtotal \$40,000**

Capital Improvement Projects

- Install water quality projects (pass through funds to others) \$48,000
 - Technical Assistance to install water quality projects \$13,250
 - Implement Landscaping for Clean Water (LCW) Grant Program \$18,750¹
- Subtotal \$80,000**

Public Outreach and Communication

- Coordinate Vermillion River Watch Program \$ 5,000
 - Coordinate and conduct Landscaping for Clean Water Workshops \$30,400
 - Coordinate and conduct Low-Input Turf Workshops \$7,600
 - Presentations for Grades 3-12 (up to 3 total) \$3,000
- Subtotal \$46,000**

Inventories and Assessments

- Provide GIS mapping support \$5,000
- Subtotal \$5,000**

Monitoring and Data Analysis

- Staff time for sample collection, equipment installation, maintenance, downloading, longitudinal surveys (temperature, dissolved oxygen, turbidity). \$30,000
 - Data analysis, database management, data reporting, FLUX modeling, reporting \$15,000
 - Lab costs for water quality sample analysis and QA/QC samples \$19,000
 - Equipment and supplies \$ 8,000
 - Macroinvertebrate collections and habitat monitoring \$ 7,000
- Subtotal \$79,000**

Total Not to Exceed Amount: \$251,000

1 - Each Landscaping for Clean Water project installed includes \$250 for landowner stipend and \$600 for technical and administrative assistance

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR SERVICES**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the Dakota County Soil and Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Dakota County, with statutory authority to carry out erosion control and other soil and water conservation programs within Dakota County pursuant to Minn. Stat. ch. 103C and as otherwise provided by law; and

WHEREAS, in its 2024 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, policy development, regulatory review, feasibility studies, and capital improvements; and

WHEREAS, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the VRWJPO and the SWCD shall derive from this Agreement, the VRWJPO and the SWCD hereby enter into this Agreement for the purposes stated herein.

**SECTION 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities of the parties for services to be provided by the SWCD to the VRWJPO related to water monitoring, outreach and education, policy development, regulatory review, feasibility studies and capital improvements in the Vermillion River Watershed as more fully described in Exhibit 1, attached hereto and incorporated herein by reference.

**SECTION 2
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the Dakota County Soil and Water Conservation District (SWCD) acting through its Board of Supervisors.

**SECTION 3
TERM**

Notwithstanding the dates of the signatures below, this Agreement shall be effective January 1, 2024, and shall remain in effect until December 31, 2024, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4 COOPERATION

The VRWJPO and the SWCD agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in any equitable and timely manner.

SECTION 5 SCOPE OF SERVICES AND PAYMENT

- 5.1** Scope of Services. The SWCD shall provide the services generally described in Exhibit 1. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD's profession currently practicing under similar conditions.
- 5.2** Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Two Hundred Fifty-One Thousand Dollars and No/100 Cents (\$251,000.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.
- 5.3** Time of Payment. The VRWJPO shall make payment to the SWCD within forty-five (45) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within forty-five (45) days.
- 5.4** Payment for Unauthorized Claims. The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 5.5** Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.
- 5.6** Cost Sharing Limitations for Capital Improvement Projects Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For such projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed \$50,000.00 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed \$99,999.00. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

SECTION 6 GENERAL PROVISIONS

- 6.1** SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.
- 6.2** Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.

- 6.3** Employee Status. The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.
- 6.4** Liability for Own Acts. Each party to this Agreement shall be liable for the acts of its officers, employees, volunteers or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the VRWJPO and the SWCD. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.
- 6.5** Insurance. At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.
- 6.6** Records Retention and Audits. The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.
- 6.7** Subcontracting. The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. Notwithstanding the foregoing, the VRWJPO consents to the use of the Scott County Soil & Water Conservation District as a subcontractor for purposes of providing technical assistance with water monitoring tasks and for providing subwatershed BMP inventory assistance. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.
- 6.8** Timeliness. The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- 6.9** Default: Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 6.10** Data Privacy and Confidentiality. Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the SWCD was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

The VRWJPO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stat. ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

6.11 Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS

7.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE VRWJPO:	Mike Slavik or successor, Chair Vermillion River Watershed Joint Powers Organization 4100 220 th Street West, Suite 103 Farmington, MN 55024
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TO THE SWCD:	Laura Zanmiller or successor, Chair Dakota County SWCD 440 220 th Street West, Suite 102 Farmington, MN 55024
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In addition, notification to the VRWJPO or the SWCD regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

7.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the SWCD. The VRWJPO and the SWCD shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison:	Travis Thiel, Administrator Vermillion River Watershed Joint Powers Organization Telephone: (952) 891-7011
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SWCD Liaison:	Brian Watson, Manager Dakota County SWCD Telephone: (651) 480-7778
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SECTION 8 TERMINATION

8.1 In General. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

- 8.2** Termination by VRWJPO for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the VRWJPO and the SWCD.

SECTION 10 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

SECTION 11 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

SECTION 12 MERGER

- 12.1** Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.
- 12.2** Exhibits. Exhibits 1 through 3 are attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

Exhibit 1 – Work Plan and Budget
Exhibit 2 – Standard Assurances
Exhibit 3 – Insurance Terms

SECTION 13 REPRESENTATION BY THE DAKOTA COUNTY ATTORNEY'S OFFICE

The Dakota County Attorney (County Attorney) provides legal representation to the VRWJPO pursuant to the joint powers agreement that established the VRWJPO. In addition, the County Attorney is statutorily obligated to be the attorney for the SWCD. Specifically, Minn. Stat. § 103C.321, Subd. 4 provides that the SWCD Board may call upon the County Attorney for necessary legal counsel, advice and services. In the event there is a conflict of interest determined by the County Attorney in representing the interests of both the VRWJPO and the SWCD, the County Attorney will so inform the Authorized Representative of the parties. In the event the County Attorney determines a conflict exists, the conflict of interest procedures of the County Attorney will be followed. The parties hereby waive any conflict of interest for the Dakota County Attorney's Office to represent both the VRWJPO and the SWCD in preparation and execution of this Agreement.

**SECTION 14
SURVIVORSHIP**

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liable for Own Acts); Section 6.6 (Records Retention and Audits); Section 6.10 (Data Privacy and Confidentiality); Section 10 (Minnesota Law to Govern); Section 11 (Severability) and Section 13 (Representation by the Dakota County Attorney's Office).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**DAKOTA COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

By _____
Laura Zanmiller or Successor, Chair
Board of Supervisors
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

APPROVED AS TO FORM:

/s/ G. Paul Beaumaster 11/2 /2023
Assistant Dakota County Attorney/Date
KS-2024-
VRW Res. No.

By _____
Mike Slavik or Successor, Chair
Date of Signature: _____

2024 Dakota County SWCD Work Plan and Budget Vermillion River Watershed Joint Powers Organization

Evaluation and Policy

- Incentive program policy assistance for programs to install voluntary conservation practices \$1,000
- Subtotal \$1,000**

Feasibility/Preliminary Studies

- Preliminary design, technical assistance and marketing of voluntary conservation practices \$40,000
- Subtotal \$40,000**

Capital Improvement Projects

- Install water quality projects (pass through funds to others) \$48,000
 - Technical Assistance to install water quality projects \$13,250
 - Implement Landscaping for Clean Water (LCW) Grant Program \$18,750¹
- Subtotal \$80,000**

Public Outreach and Communication

- Coordinate Vermillion River Watch Program \$ 5,000
 - Coordinate and conduct Landscaping for Clean Water Workshops \$30,400
 - Coordinate and conduct Low-Input Turf Workshops \$7,600
 - Presentations for Grades 3-12 (up to 3 total) \$3,000
- Subtotal \$46,000**

Inventories and Assessments

- Provide GIS mapping support \$5,000
- Subtotal \$5,000**

Monitoring and Data Analysis

- Staff time for sample collection, equipment installation, maintenance, downloading, longitudinal surveys (temperature, dissolved oxygen, turbidity). \$30,000
 - Data analysis, database management, data reporting, FLUX modeling, reporting \$15,000
 - Lab costs for water quality sample analysis and QA/QC samples \$19,000
 - Equipment and supplies \$ 8,000
 - Macroinvertebrate collections and habitat monitoring \$ 7,000
- Subtotal \$79,000**

Total Not to Exceed Amount: \$251,000

1 - Each Landscaping for Clean Water project installed includes \$250 for landowner stipend and \$600 for technical and administrative assistance

STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

7. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

8. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor's failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED



1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide VRWJPO with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to VRWJPO of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify VRWJPO from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide VRWJPO with evidence of such insurance coverage.



2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.



Such policy(ies) shall name VRWJPO, its officers, employees and agents as Additional Insureds thereunder.



3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for VRWJPO hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of VRWJPO's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise VRWJPO of any intended or pending change of any Professional Liability insurers or policy forms, and provide VRWJPO with all pertinent

information that VRWJPO may reasonably request to determine compliance with this section; and (b) immediately advise VRWJPO of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of VRWJPO.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. VRWJPO shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as VRWJPO may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide VRWJPO with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide VRWJPO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the VRWJPO Certificate of Insurance, or in such other form as VRWJPO may reasonably request, and shall contain sufficient information to allow VRWJPO to determine whether there is compliance with these provisions. At the request of VRWJPO, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to VRWJPO prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to VRWJPO. Such acceptance by VRWJPO shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, VRWJPO shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to VRWJPO. If VRWJPO does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to VRWJPO.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, VRWJPO shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to VRWJPO immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of VRWJPO, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of VRWJPO under this section. Such loss information shall include such specifics and be in such form as VRWJPO may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases VRWJPO, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of VRWJPO or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of VRWJPO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by VRWJPO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by VRWJPO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

CONSENT AND CONFIRMATION OF WAIVER

WHEREAS, the Dakota County Attorney's Office provides legal representation and advice to the Vermillion River Watershed Joint Powers Organization (VRWJPO) and to the Dakota County Soil and Water Conservation District (SWCD) pursuant to a legal service agreement authorized by the Vermillion River Watershed Joint Powers Organization and the Dakota County Soil and Water Conservation District Boards (Vermillion River Watershed Joint Powers Organization and the Dakota County Soil and Water Conservation District are individually referred to as a "client" and collectively as the "clients"; and

WHEREAS, relevant portions of the Minnesota Rules of Professional Conduct preclude the Dakota County Attorney's Office from concurrently representing entities with adverse interests due to the conflict of interest; and

WHEREAS, in transactions, a conflict is waivable where the entities are generally aligned in interest even though there is some difference in interest among them; and

WHEREAS, the Minnesota Rules of Professional Conduct (Rule 1.7) requires that in those instances each affected client must give informed consent in writing to the representation; and

WHEREAS, the Dakota County Attorney's Office has been requested by the clients to assist in drafting a Joint Powers Agreement for Water Monitoring, Outreach and Education, Policy Development, Regulatory Review, Feasibility Studies and Capital Improvements (the "Contract"); and

WHEREAS, the clients believe their interests generally align in carrying out the purposes of the Contract; and

WHEREAS, in this joint representation, there exists the possibility for the interests to become conflicting, such as liability and transfer of obligations and duties; and

WHEREAS, despite possibilities for such interests to conflict, the clients believe the Dakota County Attorney's Office can adequately represent, advance, or protect each such interest without harming any other such interests.

NOW, THEREFORE, the undersigned, on behalf of SWCD and VRWJPO, confirm and acknowledge their understanding of the foregoing and hereby agrees to Dakota County Attorney's Office's representation of SWCD and VRWJPO and waives on behalf of SWCD and VRWJPO any conflict of interest arising from the Dakota County Attorney's Office joint representation regarding the drafting and review of the Contract.

This waiver may be withdrawn at any time by either client upon written notice to the Dakota County Attorney's Office. If it becomes apparent SWCD and VRWJPO's interests do not generally align in carrying out the purposes of the Contract, the Dakota County Attorney's Office

CONSENT AND CONFIRMATION OF WAIVER

will inform both clients that its representation in the matter will cease and the clients will be advised to seek separate legal counsel.

**DAKOTA COUNTY SOIL & WATER
CONSERVATION DISTRICT**

Dated: _____

By: _____
Laura Zanmiller
Board Chair

**VERMILLION RIVER WATERSHED JOINT POWERS
ORGANIZATION**

Dated: _____

By: _____
Mike Slavik
Board Chair

4f. Authorization to Execute a Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2024

Meeting Date: 12/7/2023
Item Type: Consent-Action
Contact: Melissa Bokman Ermer
Telephone: 952-496-8887
Prepared by: Melissa Bokman Ermer
Reviewed by: N/A

**PURPOSE/ACTION REQUESTED**

- Authorization to execute a Joint Powers Agreement with Scott Soil and Water Conservation District (SWCD) for Services in 2024

SUMMARY

Scott Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements. Each task in the Scott Soil and Water Conservation District's (SWCD) proposed work plan and budget (Attachment A) is included as a line item in the 2024 Vermillion River Watershed Joint Powers Organization (VRWJPO) budget. The largest proposed spending is in the Capital Improvement Project category for cost share and financial incentives for approved best management practices (BMPs). Rather than developing VRWJPO cost-sharing programs that duplicate existing efforts, the VRWJPO relies on Scott SWCD's established cost-share programs to efficiently implement water-quality improvement projects. The VRWJPO provides Scott SWCD with funds to cost share BMPs in urban and rural areas throughout the Scott SWCD portion of the watershed.

VRWJPO staff recommend authorization to execute a Joint Powers Agreement with Scott SWCD for Services in 2024.

EXPLANATION OF FISCAL/FTE IMPACT

Total not to exceed \$37,940.

Supporting Documents:

Attachment A: Scott SWCD 2024 Work Plan and Budget
Attachment B: Draft Scott SWCD JPA

Previous Board Action(s):**RESOLUTION****4f. Authorization to Execute Joint Powers Agreement with Scott Soil and Water Conservation District for Services in 2024**

WHEREAS, Scott Soil and Water Conservation District (SWCD) provides a variety of essential services to the Vermillion River Watershed Joint Powers Organization (VRWJPO) each year, including water monitoring, outreach and education, regulatory review, inventory and assessment, and capital improvements; and

WHEREAS, Scott SWCD is proposing to assist the VRWJPO with similar tasks in 2024; and

WHEREAS, each task in the Scott SWCD proposed work plan and budget is included a line item in the VRWJPO 2024 Budget in various categories; and

WHEREAS, the VRWJPO relies on Scott SWCD's established programs to efficiently implement cost-share funding for capital improvement projects.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board (VRWJPB) Authorize its Chair to execute a Joint Powers Agreement with Scott SWCD in an amount not to exceed \$37,940 as presented to the VRWJPB at its meeting on December 7, 2023; subject to approval by the Dakota County Attorney's Office as to form.

EXHIBIT 1
2024 SCOTT SWCD WORK PLAN AND BUDGET - DRAFT REVISED

Activity	Detail	Line Item		TOTAL	
		2023	2024	2023	2024
Water Quality Monitoring	Monitor water quality at one station (V24) to include: equipment set-up and take-down; flow measurements; base flow and grab samples collection; programming; thermal monitoring; data processing and management; planning and coordination.	\$5,100	\$5,300	\$9,300	\$10,150
	Equipment maintenance, repair and replacement expenses	\$1,200	\$1,250		
	Lab, data line, and courier expenses	\$3,000	\$3,600		
Public Outreach and Education	Conservation, stormwater and youth education, as detailed in the Scott Clean Water Education Program 2019 Work Plan. Includes but not limited to community events/expos, library displays, news releases, Outdoor Education Day; and workshops	\$2,000	\$2,080	\$2,000	\$2,080
Capital Improvement Program*	Project development: Prepare subwatershed assessments (SWA) to identify potential projects; identify, contact and meet with landowners with potential projects, including but not limited to the ones identified in the SWA.	\$3,500	\$3,500	\$30,000	\$24,000
	Project design and engineering: feasibility investigations; surveys; project design and conservation plan preparation; construction inspections and certification; cost share contract administration. Eligible projects to include but not limited to: wetland restoration, streambank stabilization, filter strips, bioretention, nutrient management, cover crops, closed tile intakes, grade stabilization structures, grassed and lined waterways, and water and sediment control basins.	\$9,000	\$8,500		
	Cost share and financial incentives for approved project applications	\$17,500	\$12,000		
Regulatory Program Assistance	Research, investigations, and corrective action follow-up related to wetland, feedlot, and buffer law compliance.	\$900	\$930	\$900	\$930
Management and Administration	Prepare and administer Service agreement	\$750	\$780	\$750	\$780
	Attend Board, TAG and other JPB-sponsored meetings				
	Identify and develop recommendations regarding JPO programs and policies				
	GRAND TOTAL:			\$42,950	\$37,940

* To the maximum extent practical, other local, state, federal cost-share funds will be utilized to implement conservation practices before, or in conjunction with, the use VRWJPO funds. By approval of this work plan, the VRWJPO authorizes the Scott SWCD to utilize funding under this line item to provide financial assistance to landowners and occupiers in the watershed for the implementation of approved practices, as set forth in applicable 2024 cost share and incentive program policies as adopted by Scott SWCD Board of Supervisors. If insufficient CIP funds are available to approve one or more priority project(s), the SWCD will coordinate with JPO staff to request a budget amendment.

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
THE SCOTT COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR SERVICES**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization is a watershed management body consisting of Dakota and Scott Counties (VRWJPO) governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. §§ 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the Scott County Soil and Water Conservation District (SWCD) is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Dakota County, with statutory authority to carry out erosion control and other soil and water conservation programs within Dakota County pursuant to Minn. Stat. ch. 103C and as otherwise provided by law; and

WHEREAS, in its 2024 budget, the VRWJPO included funding for the provision of certain services by the SWCD on behalf of the VRWJPO including water monitoring, outreach and education, policy development, regulatory review, feasibility studies, and capital improvements; and

WHEREAS, the aforementioned services will be of benefit to the Vermillion River Watershed and can be accomplished in a more cost-effective manner by partnering with the SWCD.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the VRWJPO and the SWCD shall derive from this Agreement, the VRWJPO and the SWCD hereby enter into this Agreement for the purposes stated herein.

**SECTION 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities of the parties for services to be provided by the SWCD to the VRWJPO related to water monitoring, outreach and education, policy development, regulatory review, feasibility studies and capital improvements in the Vermillion River Watershed as more fully described in Exhibit 1, attached hereto and incorporated herein by reference.

**SECTION 2
PARTIES**

The parties to this Agreement are the Vermillion River Watershed Joint Powers Organization (VRWJPO) acting through its Joint Powers Board (VRWJPB) and the Scott County Soil and Water Conservation District (SWCD) acting through its Board of Supervisors.

**SECTION 3
TERM**

Notwithstanding the dates of the signatures below, this Agreement shall be effective January 1, 2024, and shall remain in effect until December 31, 2024, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4 COOPERATION

The VRWJPO and the SWCD agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in any equitable and timely manner.

SECTION 5 SCOPE OF SERVICES AND PAYMENT

- 5.1** Scope of Services. The SWCD shall provide the services generally described in Exhibit 1. Services provided shall be in accordance with the criteria set out in Exhibit 1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the SWCD's profession currently practicing under similar conditions.
- 5.2** Total Cost. The total amount to be paid by the VRWJPO for all services provided pursuant to this Agreement shall not exceed Thirty Seven Thousand Nine Hundred Forty and 00/100 Cents (\$37,940.00). The VRWJPO shall pay for purchased services at the rates set out in Exhibit 1.
- 5.3** Time of Payment. The VRWJPO shall make payment to the SWCD within forty-five (45) days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the VRWJPO shall notify the SWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SWCD, the VRWJPO will make payment within forty-five (45) days.
- 5.4** Payment for Unauthorized Claims. The VRWJPO may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 5.5** Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, the VRWJPO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 1 based upon actual time spent. In no case shall such payment exceed the total cost of this Agreement.
- 5.6** Cost Sharing Limitations for Capital Improvement Projects Funding provided for capital improvement projects under this Agreement may only be utilized for projects located within the Vermillion River Watershed and for projects not directly funded by the VRWJPO. For such projects, the SWCD may only consider providing VRWJPO cost share at an amount not to exceed \$50,000.00 per project where total project costs eligible for consideration under VRWJPO cost share do not exceed \$99,999.00. Proposers of any project exceeding the aforementioned dollar limit must apply directly to the VRWJPO for cost share funding pursuant to the VRWJPO Capital Improvement Project Cost Share Policy.

SECTION 6 GENERAL PROVISIONS

- 6.1** SWCD Obligations. In addition to the performance of services as described in Exhibit 1, the SWCD agrees to provide to the VRWJPO complete and unedited copies of any reports prepared in relation to the services provided pursuant to this Agreement. In addition, in all publications, press releases, or presentations to the public related to the services provided under this Agreement, the SWCD shall acknowledge funding by the VRWJPO for all or part of the costs of making such information available to the public.
- 6.2** Compliance with Laws/Standards. The SWCD agrees to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the SWCD is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2.
- 6.3** Employee Status. The SWCD, its employees or agents, in implementing the terms of this Agreement are not employees of the VRWJPO. The VRWJPO, its staff or agents, in implementing the terms of this Agreement are not employees of the SWCD.

- 6.4** Liability for Own Acts. Each party to this Agreement shall be liable for the acts of its officers, employees, volunteers or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the VRWJPO and the SWCD. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.
- 6.5** Insurance. At its own expense, the SWCD shall procure and maintain policies of insurance covering the term of this Agreement, as set forth in the Insurance Terms, which are attached and incorporated as Exhibit 3, except the requirement to provide automobile liability insurance is waived so long as the SWCD does not transport volunteers under this Agreement. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The SWCD shall pay all retentions and deductibles under such policies of insurance.
- 6.6** Records Retention and Audits. The SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the VRWJPO, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the SWCD must keep these records for six years or longer if any audit-in-progress needs a longer retention time.
- 6.7** Subcontracting. The VRWJPO and the SWCD understand and agree that one or more of the scope of services set forth in Exhibit 1 to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. The parties agree that neither will enter into any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. Notwithstanding the foregoing, the VRWJPO consents to the use of the Scott County Soil & Water Conservation District as a subcontractor for purposes of providing technical assistance with water monitoring tasks and for providing subwatershed BMP inventory assistance. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage.
- 6.8** Timeliness. The VRWJPO and the SWCD agree to perform their respective obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- 6.9** Default: Force Majeure. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 6.10** Data Privacy and Confidentiality. Data on individuals collected, created, received, kept or shared by the SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (Minn. Stat. ch. 13) and its implementing rules. Further, federal laws on data privacy may also apply. The SWCD must comply with data privacy laws and rules as if the SWCD was the VRWJPO. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the VRWJPO, the SWCD may direct the public to the VRWJPO for access to the data.

The VRWJPO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stat. ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

- 6.11 Assignment. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Said consent may be subject to conditions.

SECTION 7 AUTHORIZED REPRESENTATIVES AND LIAISONS

- 7.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE VRWJPO: Mike Slavik or successor, Chair
Vermillion River Watershed Joint Powers Organization
4100 220th Street West, Suite 103
Farmington, MN 55024

TO THE SWCD: Rob Casey or successor, Chair
Scott County SWCD
7151 190th Street West, Suite 125
Jordan, MN 55352

In addition, notification to the VRWJPO or the SWCD regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 7.2 Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the SWCD. The VRWJPO and the SWCD shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Travis Thiel, Administrator
Vermillion River Watershed Joint Powers Organization
Telephone: (952) 891-7546

SWCD Liaison: Troy Kuphal, District Director
Scott County SWCD
Telephone: (952) 492-5411

SECTION 8 TERMINATION

- 8.1 In General. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 8.2 Termination by VRWJPO for Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the VRWJPO may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the VRWJPO to the SWCD by facsimile is sufficient notice under this section. The VRWJPO is not obligated to pay for any services that are provided after written notice of termination for

lack of funding. The VRWJPO will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the VRWJPO and the SWCD.

SECTION 10 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

SECTION 11 SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

SECTION 12 MERGER

- 12.1** Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.
- 12.2** Exhibits. Exhibits 1 through 3 are attached hereto and incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Exhibits, the terms of this Agreement shall govern.

Exhibit 1 – Work Plan and Budget
Exhibit 2 – Standard Assurances
Exhibit 3 – Insurance Terms

SECTION 13 REPRESENTATION BY THE DAKOTA COUNTY ATTORNEY'S OFFICE

The Dakota County Attorney (County Attorney) provides legal representation to the VRWJPO pursuant to the joint powers agreement that established the VRWJPO. In addition, the County Attorney is statutorily obligated to be the attorney for the SWCD. Specifically, Minn. Stat. § 103C.321, Subd. 4 provides that the SWCD Board may call upon the County Attorney for necessary legal counsel, advice and services. In the event there is a conflict of interest determined by the County Attorney in representing the interests of both the VRWJPO and the SWCD, the County Attorney will so inform the Authorized Representative of the parties. In the event the County Attorney determines a conflict exists, the conflict of interest procedures of the County Attorney will be followed. The parties hereby waive any conflict of interest for the Dakota County Attorney's Office to represent both the VRWJPO and the SWCD in preparation and execution of this Agreement.

SECTION 14 SURVIVORSHIP

The following provisions of this Agreement survive after the termination date of this Agreement: Section 6.4 (Liable for Own Acts); Section 6.6 (Records Retention and Audits); Section 6.10 (Data Privacy and

Confidentiality); Section 10 (Minnesota Law to Govern); Section 11 (Severability) and Section 13 (Representation by the Dakota County Attorney’s Office).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SCOTT COUNTY SOIL AND WATER
CONSERVATION DISTRICT**

By _____
Rob Casey or Successor, Chair
Board of Supervisors
Date of Signature: _____

**VERMILLION RIVER WATERSHED
JOINT POWERS ORGANIZATION**

APPROVED AS TO FORM:

/s/G Paul Beaumaster 11/29/2023
Assistant Dakota County Attorney/Date
KS-23-524
VRW Res. No. 23-30

By _____
Mike Slavik or Successor, Chair
Date of Signature: _____

EXHIBIT 1
2024 SCOTT SWCD WORK PLAN AND BUDGET - DRAFT REVISED

Activity	Detail	Line Item		TOTAL	
		2023	2024	2023	2024
Water Quality Monitoring	Monitor water quality at one station (V24) to include: equipment set-up and take-down; flow measurements; base flow and grab samples collection; programming; thermal monitoring; data processing and management; planning and coordination.	\$5,100	\$5,300	\$9,300	\$10,150
	Equipment maintenance, repair and replacement expenses	\$1,200	\$1,250		
	Lab, data line, and courier expenses	\$3,000	\$3,600		
Public Outreach and Education	Conservation, stormwater and youth education, as detailed in the Scott Clean Water Education Program 2019 Work Plan. Includes but not limited to community events/expos, library displays, news releases, Outdoor Education Day; and workshops	\$2,000	\$2,080	\$2,000	\$2,080
Capital Improvement Program*	Project development: Prepare subwatershed assessments (SWA) to identify potential projects; identify, contact and meet with landowners with potential projects, including but not limited to the ones identified in the SWA.	\$3,500	\$3,500	\$30,000	\$24,000
	Project design and engineering: feasibility investigations; surveys; project design and conservation plan preparation; construction inspections and certification; cost share contract administration. Eligible projects to include but not limited to: wetland restoration, streambank stabilization, filter strips, bioretention, nutrient management, cover crops, closed tile intakes, grade stabilization structures, grassed and lined waterways, and water and sediment control basins.	\$9,000	\$8,500		
	Cost share and financial incentives for approved project applications	\$17,500	\$12,000		
Regulatory Program Assistance	Research, investigations, and corrective action follow-up related to wetland, feedlot, and buffer law compliance.	\$900	\$930	\$900	\$930
Management and Administration	Prepare and administer Service agreement	\$750	\$780	\$750	\$780
	Attend Board, TAG and other JPB-sponsored meetings				
	Identify and develop recommendations regarding JPO programs and policies				
	GRAND TOTAL:			\$42,950	\$37,940

* To the maximum extent practical, other local, state, federal cost-share funds will be utilized to implement conservation practices before, or in conjunction with, the use VRWJPO funds. By approval of this work plan, the VRWJPO authorizes the Scott SWCD to utilize funding under this line item to provide financial assistance to landowners and occupiers in the watershed for the implementation of approved practices, as set forth in applicable 2024 cost share and incentive program policies as adopted by Scott SWCD Board of Supervisors. If insufficient CIP funds are available to approve one or more priority project(s), the SWCD will coordinate with JPO staff to request a budget amendment.

STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

7. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

8. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor’s failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED



1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide VRWJPO with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to VRWJPO of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify VRWJPO from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide VRWJPO with evidence of such insurance coverage.



2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.



Such policy(ies) shall name VRWJPO, its officers, employees and agents as Additional Insureds thereunder.



3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for VRWJPO hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of VRWJPO's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of VRWJPO's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise VRWJPO of any intended or pending change of any Professional Liability insurers or policy forms, and provide VRWJPO with all pertinent

information that VRWJPO may reasonably request to determine compliance with this section; and (b) immediately advise VRWJPO of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of VRWJPO.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include VRWJPO, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. VRWJPO shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as VRWJPO may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide VRWJPO with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide VRWJPO with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the VRWJPO Certificate of Insurance, or in such other form as VRWJPO may reasonably request, and shall contain sufficient information to allow VRWJPO to determine whether there is compliance with these provisions. At the request of VRWJPO, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to VRWJPO prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to VRWJPO. Such acceptance by VRWJPO shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, VRWJPO shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to VRWJPO. If VRWJPO does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to VRWJPO.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, VRWJPO shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to VRWJPO immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of VRWJPO, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of VRWJPO under this section. Such loss information shall include such specifics and be in such form as VRWJPO may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases VRWJPO, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of VRWJPO or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of VRWJPO, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by VRWJPO, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by VRWJPO, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).



Vermillion River Watershed Joint Powers Organization

4100 220th St. W., Suite 103, Farmington, MN 55024

Date: December 1, 2023
To: Vermillion River Watershed Joint Powers Board
From: Staff
Subject: Joint Powers Organization Expenses

Agenda Item 5
October 2023

Expenses from the invoices submitted between September 16, 2023 and October 16, 2023 totalled \$56,839.16

The invoices submitted between October 17, 2023 and November 14, 2023 total:

<u>Invoice</u>	<u>Vendor</u>	<u>Amount</u>
	October Staff Time	\$ 25,710.72
	Nov 16 2022 Per Diem	\$ 35.00
	Jul 12 2023 Per Diem	\$ 50.00
	Aug 09 2023 Per Diem	\$ 50.00
	County Attorney Fees Sep23	\$ 1,219.35
PCard	Bmoore-Kutz Lodging Craguns	\$ 113.75
IN4349449	DCP24279 - Lock Box	\$ 22.00
3330	Dakota County Soil & Water Conservation District	\$ 74,010.56
IN30115	Scott County	\$ 2,454.58
IN30212	Scott County	\$ 1,380.32
2145547	Stantec	\$ 1,432.50
23-1210b	144Design	\$ 95.00
617627	Spartan	\$ 137.20
12213	Water in Motion	\$ 9,397.00
35549	Moore Engineering	\$ 7,217.50
Total expense as approved on December 1, 2023		\$ 123,325.48

Action Requested: Approve all above expenses as presented on December 1, 2023

6a. Adoption of the Vermillion River Watershed Joint Powers Organization 2023 Budget and Watershed Management Tax District Levy

Meeting Date: 12/7/2022
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

N/A

**PURPOSE/ACTION REQUESTED**

- Adoption of the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2024 Budget and Watershed Management Tax District Levy

SUMMARY

The proposed VRWJPO 2024 Budget (Attachment A) is \$2,714,550 including Watershed Management Tax District levy, cash reserves, Conservation Partners Legacy, Clean Water Fund Competitive, and Clean Water Fund Watershed-Based Implementation Funding grants. The proposed VRWJPO 2024 Budget recommends a Watershed Management Tax District Levy of \$1,000,000; \$34,400 in the Scott County portion of the watershed and \$965,600 in the Dakota County portion of the watershed. This amount represents no change from the overall Watershed Management Tax District levy compared to 2023. The draft budget reflects recommendations from VRWJPO staff and partners and items from the implementation section of the Watershed Plan.

EXPLANATION OF FISCAL/FTE IMPACT

The Draft VRWJPO 2024 Budget is \$2,714,550 with recommended Watershed Management Tax District Levy of \$1,000,000, \$34,400 in the Scott County portion of the watershed and \$965,600 in the Dakota County portion of the watershed.

Supporting Documents:

Attachment A: Draft VRWJPO 2024 Budget

Attachment B: Vermillion River Watershed Tax District Estimated 2024 Taxes DC

Attachment C: 2024 Vermillion WMO Impact SC

Previous Board Action(s):**RESOLUTION****6a. Adopt the Vermillion River Watershed Joint Powers Organization 2024 Budget and Watershed Management Tax District Levy**

WHEREAS, the Vermillion River Watershed Joint Powers Organization requires a budget and the subsequent levy to implement the programs and projects described in its Watershed Management Plan; and

WHEREAS, the Vermillion River Watershed Planning Commission has reviewed and recommended the adoption of the proposed VRWJPO 2024 Budget and Watershed Management Tax District Levy; and

WHEREAS, the Vermillion River Watershed Joint Powers Board has reviewed and discussed the VRWJPO 2024 Budget and Vermillion River Watershed Management Tax District Levy;

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board hereby adopts the VRWJPO 2024 Budget totaling \$2,714,550 and recommends a Vermillion River Watershed Management Tax District Levy of \$1,000,000 (\$34,400 in the Scott County portion of the watershed and \$965,600 in the Dakota County portion of the watershed).

Draft 2024 VRWJPO Budget

Category	Budget Items	2024 Draft Budget Amount	Budget % of Total	2023 Final Budget Amount	Budget % of Total
EXPENSES					
Administration and Operations 601-5010001-00000000	1 Dakota County VRW Staff	\$170,500	6.3%	\$180,500	5.3%
	2 Scott County VRW Staff	\$15,000	0.6%	\$15,000	0.4%
	3 Other Dakota County Staff Time	\$12,000	0.4%	\$12,000	0.4%
	4 Legal Support	\$25,000	0.9%	\$25,000	0.7%
	5 Miscellaneous Expenses (per diems, mileage, postage, etc.)	\$6,000	0.2%	\$6,000	0.2%
	6 Training, Conferences, and Certifications	\$2,000	0.1%	\$2,000	0.1%
Subtotal Administrative		\$230,500	8.5%	\$240,500	7.0%
Research and Planning 601-5010001-50100130	1 Dakota SWCD Incentive Program Policy Assistance	\$1,000	0.0%	\$1,600	0.0%
	2 Scott County Staff	\$7,000	0.3%	\$2,000	0.1%
	3 VRW Staff	\$30,000	1.1%	\$15,000	0.4%
	4 Dakota County Staff	\$20,000	0.7%		
	5 Consulting	\$20,000	0.7%		
Subtotal Research and Planning		\$78,000	2.9%	\$18,600	0.5%
Monitoring and Assessment 601-5010001-50100230	1 Vermillion River Monitoring Network in Dakota Co.				
	1a Staff Time for Sample Collection, Equipment Installation, Maintenance	\$30,000	1.1%	\$39,000	1.1%
	1b Data analysis, database management, data reporting, FLUX modeling	\$15,000	0.6%	\$17,000	0.5%
	1c Water Quality Sample Analysis and QA/QC samples	\$19,000	0.7%	\$19,000	0.6%
	1d Equipment and Supplies	\$8,000	0.3%	\$8,000	0.2%
	1e Biological and Habitat Assessments	\$7,000	0.3%	\$7,000	0.2%
	2 Vermillion River Monitoring Network in Scott Co	\$10,150	0.4%	\$9,800	0.3%
	3 USGS Cost Share for Blaine Ave. Station	\$8,900	0.3%	\$8,900	0.3%
	4 DNR Flow Gaging Assistance	\$9,700	0.4%	\$9,700	0.3%
	5b Electrofishing	\$25,000	0.9%	\$16,000	0.5%
	6 Monitoring Programs Review and Evaluation	\$15,000	0.6%	\$15,000	0.4%

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
	7 General GIS support (Dakota SWCD)	\$5,000	0.2%	\$5,000	0.1%
	8 Nitrate Treatment Practice Sampling	\$1,000	0.0%	\$1,000	0.0%
	9 Iron Enhanced Sand Filter Performance Sampling	\$2,000	0.1%	\$2,000	0.1%
Subtotal Monitoring and Data Analysis		\$155,750	5.7%	\$157,400	4.6%
Public Communications and Outreach 601-5010001-50100330	1 Communication and Outreach Staff	\$100,000	3.7%	\$100,000	2.9%
	2 Vermillion River Watch Program (Dakota SWSCD)	\$5,000	0.2%	\$6,000	0.2%
	4 Scott County Outreach Efforts	\$2,080	0.1%	\$2,250	0.1%
	5 Vermillion River Watershed Projects Signage and Map Updates	\$10,000	0.4%	\$10,000	0.3%
	6 Newsletter, Mailings, Website, General Communication Materials	\$10,000	0.4%	\$10,000	0.3%
	7 Landscaping for Clean Water Workshop Program (Dakota SWCD)	\$30,400	1.1%	\$30,400	0.9%
	8 Low Input Turf Workshops (Dakota SWCD)	\$7,600	0.3%		
	9 K-12 Classroom Presentations (Dakota SWCD)	\$3,000	0.1%	\$4,000	0.1%
	10 Watershed Tours	\$0	0.0%	\$0	0.0%
	11 Local Standards/ Ordinance and Turf/ Salt Workshops	\$3,500	0.1%	\$3,500	0.1%
	12 Water Conservation Digital Marketing Support	\$7,500	0.3%		
Subtotal Public Outreach and Communication		\$179,080	6.6%	\$166,150	4.9%
Regulation 601-5010001-50100530	1 Scott SWCD Assistance with Plan Review	\$930	0.0%	\$900	0.0%
	2 Engineering Assistance and Review	\$35,000	1.3%	\$35,000	1.0%
	3 VRW Staff Local Program Assistance	\$20,000	0.7%	\$20,000	0.6%
Subtotal Regulation		\$55,930	2.1%	\$55,900	1.6%
Coordination and Collaboration 601-5010001-50100531	1 Coordination VRW Staff	\$40,000	1.5%	\$32,000	0.9%
	2 Wetland Health Evaluation Program Cost Share	\$0	0.0%	\$0	0.0%
	3 Children's Water Festival Support	\$600	0.0%	\$600	0.0%
	4 Watershed Partners	\$5,000	0.2%	\$5,000	0.1%
	5 Master Water Stewards	\$5,000	0.2%	\$5,000	0.1%

Draft 2024 VRWJPO Budget

<u>Category</u>		<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
Subtotal Coordination and Collaboration			\$50,600	1.9%	\$42,600	1.2%
Land and Water Treatment						
Capital Improvement Projects 601-5020001-50200130	1	Cost Share Programs in Dakota County (SWCD)	\$80,000	2.9%	\$80,000	2.3%
	2	Cost Share Programs in Scott County (SWCD)	\$25,000	0.9%	\$31,300	0.9%
	3	Cost-share	\$575,000	21.2%	\$250,000	7.3%
	4	WBIF match	\$30,000	1.1%	\$70,000	2.0%
Subtotal Capital Improvement Projects			\$710,000	26.2%	\$431,300	12.6%
Maintenance 601-5020001-50200130	1	Past projects maintenance/ repair	\$70,000	2.6%	\$70,000	2.0%
	2	CIP construction oversight, maintenance/ repair staff costs	\$35,000	1.3%	\$25,000	0.7%
Subtotal Maintenance			\$105,000	3.9%	\$95,000	2.8%
Feasibility/Preliminary Studies 601-5010001-50100631	1	Preliminary Design, Technical Assistance and Marketing for Capital Improvements (Dakota SWCD)	\$40,000	1.5%	\$40,000	1.2%
	2	Preliminary Design, Technical Assistance and Marketing for Capital Improvements	\$300,000	11.1%	\$180,000	5.3%
Subtotal Feasibility/Preliminary Studies			\$340,000	12.5%	\$220,000	6.4%
Irrigation Audit and Cost Share Program 601-5010001-50100431	1	Irrigation Audits	\$0	0.0%	\$10,000	0.3%
	2	Irrigation Cost-Share	\$5,000	0.2%	\$10,000	0.3%
Subtotal Irrigation Audit and Cost Share			\$5,000	0.2%	\$20,000	0.6%
2020-2023 WBIF Grant (BWSR) North Creek						
601-5010001-50100853	1	North Creek Stabilization	\$0	0.0%	\$337,500	9.9%
	2	VRWJPO cash match	\$0	0.0%	\$50,000	1.5%
Subtotal 2020-2023 WBIF Grant North Creek Stabilization			\$0	0.0%	\$387,500	11.3%
2020-2023 WBIF Grant (BWSR) Farmington Direct						
1		Farmington Direct Drainage Assessment	\$0	0.0%	\$0	0.0%

Draft 2024 VRWJPO Budget

<u>Category</u>		<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
601-5010001-50100854	2	VRWJPO cash match	\$0	0.0%	\$0	0.0%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage			\$0	0.0%	\$0	0.0%
2020-2023 WBIF Grant (BWSR) Hastings Direct	1	Hastings Direct Drainage Assessment	\$0	0.0%	\$26,700	0.8%
601-5010001-50100855	2	VRWJPO cash match	\$0	0.0%	\$3,330	0.1%
Subtotal 2020-2023 WBIF Grant Hastings/ Farmington Direct Drainage			\$0	0.0%	\$30,030	0.9%
2022-2025 CPL Grant (DNR) East Lake Habitat	1	East Lake Habitat Improvement	\$3,200	0.1%		
601-5010001-50100858	2	VRWJPO in-kind match	\$3,000	0.1%		
Subtotal CPL East Lake Habitat			\$6,200	0.2%		
2022 CWF Competitive Grant (BWSR) Foxborough	1	Foxborough Park TSS Project	\$25,000	0.9%	\$346,500	
601-5010001-50100859	2	VRWJPO cash match	\$1,500	0.1%	\$30,000	
Subtotal CWF Competitive Grant Foxborough Park TSS Project			\$26,500	1.0%	\$376,500	
2022 CWF Competitive Grant (BWSR) Ravenna	1	Ravenna Trail Ravine Stabilization	\$25,000	0.9%	\$495,000	
601-5010001-50100860	2	VRWJPO cash match	\$2,500	0.1%	\$50,000	
Subtotal CWF Competitive Grant Ravenna Trail Ravine Stabilization			\$27,500	1.0%	\$545,000	
2022-2025 WBIF Grant (BWSR) Middle Creek	1	Middle Creek at Dodd Rd Stream Restoration	\$20,000	0.7%		
601-5010001-50100861	2	VRWJPO in-kind	\$1,000	0.0%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project			\$21,000	0.8%		
2022-2025 WBIF Grant (BWSR) Alimagnet Alum	1	Alimagnet Lake Alum Treatment Feasibility Study	\$0	0.0%		
601-5010001-50100862	2	VRWJPO cash match	\$0	0.0%		

Draft 2024 VRWJPO Budget

<u>Category</u>		<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
Subtotal CWF Competitive Grant Foxborough Park TSS Project			\$0	0.0%		
2023 CWF Competitive Grant (BWSR) East Lake 601-5010001-50100863	1	East Lake Fish Barrier and Rough Fish Removal	\$90,000	3.3%		
	2	VRWJPO cash match	\$37,500	1.4%		
Subtotal CWF Competitive Grant Foxborough Park TSS Project			\$127,500	4.7%		
CWF WBIF Grant (BWSR) 601-5010001-50100848		1 WBF Grant Admin	\$0	0.0%	\$17,700	0.5%
Subtotal WBF Grant Admin			\$0	0.0%	\$17,700	0.5%
Weland Bank 601-5010001-50100930		Wetland Bank Restoration Funds Reserve	\$189,800	7.0%	\$189,800	
Subtotal Wetland Bank Restoration Funds			\$189,800	7.0%	\$189,800	
Subtotal of Expenditures			\$2,308,360	85.0%	\$2,993,980	87.5%
Cash Reserve			\$406,190	15.0%	\$427,850	12.5%
TOTAL Annual Expenses			\$2,714,550	100.0%	\$3,421,830	100.0%
REVENUE						
Wetland Bank			\$189,800	7.0%	\$189,800	
CIP Reserve			\$350,000	12.9%	\$350,000	10.2%
CIP Reserve Grant Match			\$21,500	0.8%	\$133,330	3.9%
Fund Balance from Underspending in Previous Year			\$365,000	13.4%	\$405,000	11.8%
Grant Carryover			\$0	0.0%	\$664,350	
CWF Grant (BWSR) Competitive 2022			\$420,750	15.5%	\$420,750	12.3%
CWF Grant (BWSR) Competitive 2023			\$150,000	5.5%		
CWF Grant WBIF (BWSR) 2020-2023			\$0	0.0%	\$243,600	7.1%

Draft 2024 VRWJPO Budget

<u>Category</u>	<u>Budget Items</u>	<u>2024 Draft Budget Amount</u>	<u>Budget % of Total</u>	<u>2023 Final Budget Amount</u>	<u>Budget % of Total</u>
	CWF Grant WBIF (BWSR) 2022-2025	\$198,000	7.3%		
	CPL Grant (DNR) 2022-2025	\$4,500	0.2%		
	Fees for Permitting Activities	\$1,000	0.0%	\$1,000	0.0%
	Dakota County Levy	\$965,600	35.6%	\$964,900	28.2%
	Scott County Levy	\$34,400	1.3%	\$35,100	1.0%
	Investment Earnings	\$14,000	0.5%	\$14,000	0.4%
	TOTAL Annual Revenue	\$2,714,550	100.0%	\$3,421,830	100.0%

Vermillion River Watershed Management Tax District
Estimated Pay 2024 Taxes * (Dakota County)

Attachment: Watersged Mgmt. Tax District Estimate

Residential Property

Market	Tax	Proposed 2024 Levy								2023 Actual	2022 Actual	2021 Actual	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual	2010 Actual	2009 Actual	
Value	Capacity	\$300,000	\$400,000	\$500,000	\$750,000	\$965,600	\$1,000,000	\$1,250,000	\$1,500,000	\$964,900	\$967,500	\$966,650	\$966,000	\$912,900	\$887,900	\$861,700	\$821,140	\$817,500	\$858,900	\$831,600	\$868,000	\$964,700	\$1,047,905	\$1,138,839	
Rate		0.0620%	0.0930%	0.1250%	0.2030%	0.270%	0.2810%	0.3590%	0.4370%	0.2870%	0.3470%	0.3480%	0.3990%	0.4030%	0.4290%	0.4490%	0.4490%	0.4660%	0.5450%	0.5430%	0.5410%	0.5550%	0.5660%	0.3121%	
Various Values	\$150,000	1,263	\$0.78	\$1.17	\$1.58	\$2.56	\$3.41	\$3.55	\$4.53	\$5.52	\$3.62	\$4.38	\$4.39	\$5.04	\$5.09	\$5.42	\$5.67	\$5.67	\$5.88	\$6.88	\$6.86	\$6.83	\$7.01	\$7.15	\$3.94
	\$170,000	1,481	\$0.92	\$1.38	\$1.85	\$3.01	\$4.00	\$4.16	\$5.32	\$6.47	\$4.25	\$5.14	\$5.15	\$5.91	\$5.97	\$6.35	\$6.65	\$6.65	\$6.90	\$8.07	\$8.04	\$8.01	\$8.22	\$8.38	\$4.62
	\$185,000	1,644	\$1.02	\$1.53	\$2.06	\$3.34	\$4.44	\$4.62	\$5.90	\$7.18	\$4.72	\$5.71	\$5.72	\$6.56	\$6.63	\$7.05	\$7.38	\$7.38	\$7.66	\$8.96	\$8.93	\$8.89	\$9.12	\$9.31	\$5.13
	\$190,000	1,699	\$1.05	\$1.58	\$2.12	\$3.45	\$4.59	\$4.77	\$6.10	\$7.42	\$4.87	\$5.89	\$5.91	\$6.78	\$6.85	\$7.29	\$7.63	\$7.63	\$7.92	\$9.26	\$9.22	\$9.19	\$9.43	\$9.61	\$5.30
	\$200,000	1,808	\$1.12	\$1.68	\$2.26	\$3.67	\$4.88	\$5.08	\$6.49	\$7.90	\$5.19	\$6.27	\$6.29	\$7.21	\$7.28	\$7.75	\$8.12	\$8.12	\$8.42	\$9.85	\$9.82	\$9.78	\$10.03	\$10.23	\$5.64
	\$210,000	1,917	\$1.19	\$1.78	\$2.40	\$3.89	\$5.17	\$5.39	\$6.88	\$8.38	\$5.50	\$6.65	\$6.67	\$7.65	\$7.72	\$8.22	\$8.61	\$8.61	\$8.93	\$10.45	\$10.41	\$10.37	\$10.64	\$10.85	\$5.98
	\$225,000	2,080	\$1.29	\$1.93	\$2.60	\$4.22	\$5.62	\$5.85	\$7.47	\$9.09	\$5.97	\$7.22	\$7.24	\$8.30	\$8.38	\$8.92	\$9.34	\$9.34	\$9.69	\$11.34	\$11.29	\$11.25	\$11.54	\$11.77	\$6.49
	\$250,000	2,353	\$1.46	\$2.19	\$2.94	\$4.78	\$6.35	\$6.61	\$8.45	\$10.28	\$6.75	\$8.16	\$8.19	\$9.39	\$9.48	\$10.09	\$10.56	\$10.56	\$10.96	\$12.82	\$12.77	\$12.73	\$13.06	\$13.32	\$7.34
	\$275,000	2,625	\$1.63	\$2.44	\$3.28	\$5.33	\$7.09	\$7.38	\$9.42	\$11.47	\$7.53	\$9.11	\$9.14	\$10.47	\$10.58	\$11.26	\$11.79	\$11.79	\$12.23	\$14.31	\$14.25	\$14.20	\$14.57	\$14.86	\$8.19
	\$290,000	2,789	\$1.73	\$2.59	\$3.49	\$5.66	\$7.53	\$7.84	\$10.01	\$12.19	\$8.00	\$9.68	\$9.70	\$11.13	\$11.24	\$11.96	\$12.52	\$12.52	\$12.99	\$15.20	\$15.14	\$15.09	\$15.48	\$15.78	\$8.70
\$300,000	2,898	\$1.80	\$2.69	\$3.62	\$5.88	\$7.82	\$8.14	\$10.40	\$12.66	\$8.32	\$10.05	\$10.08	\$11.56	\$11.68	\$12.43	\$13.01	\$13.01	\$13.50	\$15.79	\$15.73	\$15.68	\$16.08	\$16.40	\$9.04	
\$358,700	3,537	\$2.19	\$3.29	\$4.42	\$7.18	\$9.55	\$9.94	\$12.70	\$15.46	\$10.15	\$12.27	\$12.31	\$14.11	\$14.26	\$15.18	\$15.88	\$15.88	\$16.48	\$19.28	\$19.21	\$19.14	\$19.63	\$20.02	\$11.04	
\$372,500	3,688	\$2.29	\$3.43	\$4.61	\$7.49	\$9.96	\$10.36	\$13.24	\$16.12	\$10.58	\$12.80	\$12.83	\$14.71	\$14.86	\$15.82	\$16.56	\$16.56	\$17.19	\$20.10	\$20.03	\$19.95	\$20.47	\$20.87	\$11.51	
\$375,000	3,715	\$2.30	\$3.46	\$4.64	\$7.54	\$10.03	\$10.44	\$13.34	\$16.23	\$10.66	\$12.89	\$12.93	\$14.82	\$14.97	\$15.94	\$16.68	\$16.68	\$17.31	\$20.25	\$20.17	\$20.10	\$20.62	\$21.03	\$11.59	
\$400,000	3,988	\$2.47	\$3.71	\$4.98	\$8.09	\$10.77	\$11.21	\$14.32	\$17.43	\$11.44	\$13.84	\$13.88	\$15.91	\$16.07	\$17.11	\$17.90	\$17.90	\$18.58	\$21.73	\$21.65	\$21.57	\$22.13	\$22.57	\$12.44	
\$425,000	4,260	\$2.64	\$3.96	\$5.33	\$8.65	\$11.50	\$11.97	\$15.29	\$18.62	\$12.23	\$14.78	\$14.83	\$17.00	\$17.17	\$18.28	\$19.13	\$19.13	\$19.85	\$23.22	\$23.13	\$23.05	\$23.64	\$24.11	\$13.29	
\$450,000	4,533	\$2.81	\$4.22	\$5.67	\$9.20	\$12.24	\$12.74	\$16.27	\$19.81	\$13.01	\$15.73	\$15.77	\$18.09	\$18.27	\$19.44	\$20.35	\$20.35	\$21.12	\$24.70	\$24.61	\$24.52	\$25.16	\$25.65	\$14.14	
\$475,000	4,805	\$2.98	\$4.47	\$6.01	\$9.75	\$12.97	\$13.50	\$17.25	\$21.00	\$13.79	\$16.67	\$16.72	\$19.17	\$19.36	\$20.61	\$21.57	\$21.57	\$22.39	\$26.19	\$26.09	\$26.00	\$26.67	\$27.20	\$14.99	
\$500,000	5,078	\$3.15	\$4.72	\$6.35	\$10.31	\$13.71	\$14.27	\$18.23	\$22.19	\$14.57	\$17.62	\$17.67	\$20.26	\$20.46	\$21.78	\$22.80	\$22.80	\$23.66	\$27.67	\$27.57	\$27.47	\$28.18	\$28.74	\$15.85	

Proposed TCAP Pay 2024 (as of 08-21-2023)	320,295,696
Pay 2023 Median Value:	\$358,700
Pay 2024 Median Value:	\$372,500

WHAT IF TAX COMPARISON PAY 2023 vs Pay 2024

FISCAL YEAR 2023			
11,282,252 GROSS TAX CAPACITY		\$	35,100 FINAL CERTIFIED LEVY
(11,058) 10% KV TRANS LINE (-)			
(483,209) FISCAL DISPARITY (-)		\$	(3,017) FISCAL DISPARITY (-)
10,787,985 NET TAX CAPACITY		\$	32,083 TAX LEVY OR SPREAD LEVY
Tax Rate		0.297%	
FISCAL YEAR 2024			
12,101,644 GROSS TAX CAPACITY		\$	34,400 PROPOSED LEVY OR CERTIFIED LEVY
(10,416) 10% KV TRANS LINE (-)			
(601,021) FISCAL DISPARITY (-)		\$	(2,443) FISCAL DISPARITY (-)
11,490,207 NET TAX CAPACITY		\$	31,957 TAX LEVY OR SPREAD LEVY
as of 11/8/2023		Tax Rate 0.278%	

RESIDENTIAL IMPACTS

										Pay 2023	Pay 2024			Median & Average Values			
	% Value Range Inc/Dec	# of affected Properties	Average Market Value 2023	Average Market Value 2024	Value Exclusion 2023	Taxable Market Value 2023	Value Exclusion 2024	Taxable Market Value 2024	Taxable % Chg 2023 - 2024	Net Payable 2023	Net Payable 2024	Net Inc/Dec 2023 vs 2024	Net Difference % Change	2023 Median Values	2024 Median Values	2024 Average Values	2024 Value % Change
Elko New Mrkt City 1591	+15.01+%	36	\$ 389,800	\$ 448,270	\$ 2,158	\$ 387,642	\$ -	\$ 448,270	15.64%	\$ 11.53	\$ 12.47	\$ 0.94	8.146%	\$ 398,700	\$ 401,500	\$ 397,109	0.7%
	+10.01-15.00%	6	\$ 389,800	\$ 438,525	\$ 2,158	\$ 387,642	\$ -	\$ 438,525	13.13%	\$ 11.53	\$ 12.20	\$ 0.67	5.795%				
	+5.01-10.00%	86	\$ 389,800	\$ 419,035	\$ 2,158	\$ 387,642	\$ -	\$ 419,035	8.10%	\$ 11.53	\$ 11.65	\$ 0.13	1.093%				
	+0.01-5.00%	740	\$ 389,800	\$ 399,545	\$ 2,158	\$ 387,642	\$ 1,281	\$ 398,264	2.74%	\$ 11.53	\$ 11.08	\$ (0.45)	-3.918%				
	No Change	20	\$ 389,800	\$ 389,800	\$ 2,158	\$ 387,642	\$ 2,158	\$ 387,642	0.00%	\$ 11.53	\$ 10.78	\$ (0.75)	-6.480%				
	-0.01-5.00%	698	\$ 389,800	\$ 380,055	\$ 2,158	\$ 387,642	\$ 3,035	\$ 377,020	-2.74%	\$ 11.53	\$ 10.49	\$ (1.04)	-9.043%				
	-5.01-10%	3	\$ 389,800	\$ 360,565	\$ 2,158	\$ 387,642	\$ 4,789	\$ 355,776	-8.22%	\$ 11.53	\$ 9.89	\$ (1.63)	-14.168%				
	-10.01-15%	1	\$ 389,800	\$ 341,075	\$ 2,158	\$ 387,642	\$ 6,543	\$ 334,532	-13.70%	\$ 11.53	\$ 9.30	\$ (2.22)	-19.293%				
	-15.01+	1	\$ 389,800	\$ 331,330	\$ 2,158	\$ 387,642	\$ 7,420	\$ 323,910	-16.44%	\$ 11.53	\$ 9.01	\$ (2.52)	-21.856%				
New Market Twp 1162	+15.01+%	27	\$ 614,500	\$ 706,675	\$ -	\$ 614,500	\$ -	\$ 706,675	15.00%	\$ 19.13	\$ 21.09	\$ 1.97	10.274%	\$ 592,500	\$ 598,300	\$ 623,831	1.0%
	+10.01-15.00%	23	\$ 614,500	\$ 691,313	\$ -	\$ 614,500	\$ -	\$ 691,313	12.50%	\$ 19.13	\$ 20.56	\$ 1.43	7.482%				
	+5.01-10.00%	172	\$ 614,500	\$ 660,588	\$ -	\$ 614,500	\$ -	\$ 660,588	7.50%	\$ 19.13	\$ 19.49	\$ 0.36	1.897%				
	+0.01-5.00%	580	\$ 614,500	\$ 629,863	\$ -	\$ 614,500	\$ -	\$ 629,863	2.50%	\$ 19.13	\$ 18.42	\$ (0.71)	-3.688%				
	No Change	13	\$ 614,500	\$ 614,500	\$ -	\$ 614,500	\$ -	\$ 614,500	0.00%	\$ 19.13	\$ 17.89	\$ (1.24)	-6.480%				
	-0.01-5.00%	188	\$ 614,500	\$ 599,138	\$ -	\$ 614,500	\$ -	\$ 599,138	-2.50%	\$ 19.13	\$ 17.35	\$ (1.77)	-9.273%				
	-5.01-10%	153	\$ 614,500	\$ 568,413	\$ -	\$ 614,500	\$ -	\$ 568,413	-7.50%	\$ 19.13	\$ 16.28	\$ (2.84)	-14.857%				
	-10.01-15%	2	\$ 614,500	\$ 537,688	\$ -	\$ 614,500	\$ -	\$ 537,688	-12.50%	\$ 19.13	\$ 15.22	\$ (3.91)	-20.442%				
	-15.01+	4	\$ 614,500	\$ 522,325	\$ -	\$ 614,500	\$ -	\$ 522,325	-15.00%	\$ 19.13	\$ 14.68	\$ (4.44)	-23.235%				
County Wide		46,881	\$ 439,800	\$ 437,839	\$ -	\$ 439,800	\$ -	\$ 437,839	-0.45%	\$ 13.08	\$ 12.18	\$ (0.90)	-6.897%	\$ 393,900	\$ 388,800	\$ 437,839	-1.3%



Minutes

Vermillion River Watershed Planning Commission (WPC) Meeting

November 15, 2023 – 4:30 p.m.

In-person and Microsoft Teams Videoconference

WPC Members in Attendance

Jim Kotz Brad Blackett
Josh Borton Andy Riesgraf
Steve Hamrick Sandra Weber
Linda Larson
Kevin Chamberlain

VRWJPO Staff in Attendance

Travis Thiel, Watershed Administrator
Brita Moore-Kutz, Communications & Outreach Specialist
Jeff Dunn, Water Resources Engineer

Others in Attendance

Ashley Gallagher, Dakota County Soil and Water Conservation District, Resource Conservationist
Mark Henry, Castle Rock Township resident and former WPC member
Nikki Stewart, Dakota County, Environmental Resources Department Director (virtual)
Valerie Neppl, Dakota County, Groundwater Protection Unit Supervisor (virtual)
Paul Beaumaster, Dakota County, Assistant County Attorney & Legal Counsel to VRWJPO (virtual)
Henry Stelten, Prairie Island Indian Community (virtual)

1. Call to Order

The meeting was called to order by Vice Chair Josh Borton at 4:30 p.m.

2. Roll Call

All members were in attendance.

3. Audience Comments on Items Not on the Agenda

Travis Thiel introduced Jeff Dunn, the new Water Resources Engineer for the VRWJPO.

4. Approval of Agenda

Motion by Commissioner Larson to approve the agenda, seconded by Commissioner Weber. Motion carried on an 8-0 vote.

5. Approval of Minutes from the September 13, 2023 Meeting

*Motion by Commissioner Chamberlain to approve the minutes, seconded by Commissioner Blackett.
Motion carried on an 8-0 vote.*

6. Business Items

a. Presentation on Agricultural Best Management Practices for Nitrate Reduction

Ashley Gallagher shared a presentation on programs and practices to reduce nitrate levels in local water resources, as well as funding available to support Best Management Practice (BMP) adoption. These included the Minnesota Groundwater Protection Rule and Dakota County Agricultural Chemical Reduction Effort (ACRE). She highlighted the Hastings Drinking Water Supply Management Area (DWSMA) as an area particularly affected by nitrogen, which includes much of the Vermillion River and many tributaries. Also, she mentioned that Dakota County is second in the state for irrigated crop land.

Commissioners received a copy of Ashley's presentation following the meeting.

Information only.

b. Approval of 2024 Vermillion River Watershed Planning Commission Meeting Dates

Commissioners approved the following dates:

- January 10
- February 14
- March 13
- April 10
- May 8
- June 12
- July 10
- August 14
- September 11
- October 9
- November 20

*Motion by Commissioner Riesgraf to approve the meeting dates, seconded by Commissioner Weber.
Motion carried on an 8-0 vote.*

c. Recommend Adoption of the Vermillion River Watershed Joint Powers Organization 2024 Final Draft Budget and Watershed Management Tax District Levy

Travis Thiel reviewed the proposed budget and levy. The proposed levy is for \$1 million across both Dakota and Scott County portions of the watershed. Changes since the draft budget was published in August include funds set aside for Dakota County Planning staff to write the Watershed Plan and an urban water conservation digital marketing campaign with the City of Lakeville. Some of the Capital

Improvement Project line items were also changed due to grant fund distribution from the Minnesota Board of Water & Soil Resources.

*Motion by Commissioner Chamberlain to approve the budget, seconded by Commissioner Blackett.
Motion carried on an 8-0 vote.*

d. Update on Vermillion River Watershed Planning Commission Member Terms and Status

Travis shared the current status of WPC member terms. Commissioners Riesgraf, Kotz, and Hamrick have terms expiring at the end of 2023. Travis asked them to email him with their intentions to serve another term or not.

Travis also brought up the per diem available to WPC members of \$50 per meeting. Any Commissioner who wants a per diem should contact him.

e. Discussion of Watershed Planning Commission Engagement Improvements

The WPC has had some ongoing discussions about engagement over the past year, such as the idea of allowing virtual participation in meetings. Citizen advisory committees such as the WPC are required by state law for watershed organizations, but the content and frequency of meetings is up to each individual committee. Travis posed the following questions to the group:

- What types of information should be provided in order to feel engaged?
 - WPC members may not need to review all joint-powers agreements with other local government units – staff are experts in day-to-day activities - Riesgraf
 - What are they advising?
 - Greater understanding of what, exactly, the WPC is looking at. For instance, what are the concrete results of funding the line items in the budgets? - Kotz
- How often should you meet to feel adequately engaged?
 - Subcommittees to bring in more people from the communities? – Blackett
 - Putting on meetings every month is resource-intensive for staff.
 - Quarterly – Larson, seconded by Weber, and consider monthly optional informal meetings “offline” (slightly complicated because WPC is beholden to open meeting law, though that could be changed through JPA)
 - Every other month – Borton
- What meeting times work best to accommodate meeting participation by WPC members?
 - 4:30-6:30 is ok
- Of the various business the VRWJPO conducts, what business is most critical for the WPC to provide recommendations on?
 - Messages and tools to help communities understand what the watershed is
 - Accountability and transparency for the actions of the VRWJPO
 - Budget
- What do you currently dislike about current efforts to present information and engage the WPC?

- Still not clear to new members what the purpose of the WPC is. Feels like they are just a “rubber stamp.” They were hoping to learn new information and provide outreach to their communities, like a “liaison” role. - Blackett
- Feels like a city planning commission – no one cares until something controversial goes on - Blackett

Travis polled other watershed organizations in the Twin Cities Metro Area and heard a wide variety of responses about what their citizen advisory committees were covering. At present, the Vermillion River WPC makes recommendations to the Joint Powers Board (JPB).

Other comments that fell outside of these questions:

- The watershed should have some kind of discussion series about why water is important to community members. This would also help inform them about the WPC and advise which entity people should go to about various concerns regarding water. And the value of being a good steward. - Larson
- Getting to younger people somehow – what can WPC do? - Weber
- Fears about other states poaching MN water - Weber
- More direction for local MN Water Stewards to get into the communities and spread the word – Blackett
- Talk about the information they are learning

Information only.

f. Update on Watershed Plan Stakeholder Engagement Plan

Brita Moore-Kutz presented an overview of the Stakeholder Engagement Plan. She highlighted objectives and approaches, the timeline, who is included in the stakeholder list, and different ways VRWJPO is engaging with the various stakeholders (public meetings, electronic media, activities, print surveys, and such). She also demonstrated the Social PinPoint map tool hosted on the VRWJPO website and the electronic survey.

Brita encouraged WPC members to communicate about the Plan with their communities’ elected officials. She announced the Phase 1 Community Conversations coming up on January 16 and 24, 2024, in Lakeville and Hastings, respectively.

Information only.

7. Updates

a. Chairperson’s Report

No updates.

b. Staff Updates

Travis Thiel

Reported on the recent proposal for a data center in Castle Rock Township, which would require annexation of an area of the township by the City of Farmington. The water needs are unknown at this point.

Commissioner Weber, who is an officer for Castle Rock Township, added that Farmington has asked for a decision from the Township within a month. The township was not given the company's name, just that it's a proposal for a data center. The company would have to go through an AUAR to lay out impacts on water and traffic, which they may not want to do until they have the site secured. The community members want to know the impacts before committing.

Ashley Gallagher

SWCD is working on their work plan for their services to the VRWJPO in 2024. They have about 1,500 acres of cover crops certified and are helping with on-farm construction projects. Monitoring for 2023 is coming to a close, and preparations for 2024 Landscaping for Clean Water workshops are ongoing.

Brita Moore-Kutz

Brita shared about the Rural Healthy Living Newsletter from the Environmental Resources Department mailed to all rural households in Dakota County. It included a blurb about the Watershed Plan update.

8. Adjourn

Motion by Commissioner Hamrick, second by Commissioner Riesgraf. Motion carried on an 8-0 vote. The meeting was adjourned at 6:14 p.m.