

**RE: APPROVAL OF COOPERATIVE AGREEMENT WITH ITASCA WATER LEGACY PARTNERSHIP, INC.**

**WHEREAS**, Itasca County is currently estimated to receive \$256,336.00 for the current year 2014 and \$569,636.00 for the year 2015 to fund activities to both prevent and limit the spread of aquatic invasive species; and

**WHEREAS**, the County must use this state-provided-aid solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county; and

**WHEREAS**, the County, acting through its governing body, must and has established by resolution or through adoption of a plan, guidelines for the use of this aid; and

**WHEREAS**, the County may appropriate these proceeds directly, or may use any portion of them to provide funding for a joint powers board or cooperative agreement with another political subdivision, soil and water conservation district in the county, a water shed district in the county or a lake association in the county ; and

**WHEREAS**, any money appropriated by the county to a different entity must be used as required by law; and

**WHEREAS**, the County Board finds that the Itasca Water Legacy Partnership, Inc., a non-profit corporation, qualifies as a “lake association” within the plain meaning of those terms and as those terms are intended under Minn. Stat. § 477A.19, subd. 3, as it is the mission of that entity to explore and enact strategies to maintain and improve water quality in Itasca County, protect water sheds, to highlight the importance of the area’s impressively clean water; and

**WHEREAS**, it is in the best interests of the County to partner with the Itasca Water Legacy Partnership, Inc. to prevent the introduction or limit the spread of aquatic

invasive species at all access sites within the county consistent with the County Board guidelines as may be revised from time to time by the County Board, and as consistent with the cooperative agreement entered into between the County of Itasca and the Itasca Water Legacy Partnership, Inc. on the date set forth below, and as may be amended from time to time by the parties.

**NOW THEREFORE, IT IS RESOLVED**, that upon receipt, state-provided-aid to the County shall be distributed to the Itasca Water Legacy Partnership, Inc., for use as required by law and as stated in the Cooperative Agreement in the following manner:

See Exhibit A.

**NOW THEREFORE, IT IS FURTHER RESOLVED**, that the Cooperative Agreement with the Itasca Water Legacy Partnership, Inc., to prevent and limit the spread of aquatic invasive species is approved.

## **EXHIBIT A**

**THIS COOPERATIVE AGREEMENT**, is made this \_\_\_\_\_ day of August 2014 by and between the Itasca Water Legacy Partnership, a non-profit corporation (herein referred to as "IWLP"), a corporation that is organized exclusively for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code with its principal mailing address at P.O. Box 881, Grand Rapids, MN 55744,

-and-

**COUNTY OF ITASCA**, a body politic (herein referred as "COUNTY") and a recipient of Aquatic Invasive Species Prevention Aid [MN Stat. 477A.19] with an address of 123 NE 4th Street, Itasca County Courthouse, Grand Rapids MN 55744.

-Recitals-

**WHEREAS**, the "COUNTY" is a recipient of state-aid provided under the authority of Minn. Stat. 477A.19

**WHEREAS**, the "COUNTY" must use this state-provided-aid solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within Itasca County;

**WHEREAS**, the "COUNTY," as required under the statute, adopted a resolution on August 12, 2014 to establish guidelines for the use of this aid. These guidelines ("herein referred to as "GUIDELINES") require that this aid be used solely to prevent the introduction or limit the spread of aquatic invasive species (herein referred to as "AIS") at sites within Itasca County through the following:

- A. Planning for and implementing site-level management activities; and
- B. Planning for and implementing county-wide awareness programs and activities; and
- C. Planning for and implementing other procedures and activities necessary to achieve compliance with these objectives;
- D. The making and preserving, for not less than six (6) years, of all records necessary to a full and accurate knowledge of activities, programs and procedures paid for, in whole or in part, from the proceeds of the state-aid provided under Minn. Stat. § 477A.19, as amended; and

- E. Compliance with the Minnesota Government Data Practices Act relative to records collected, created, received, maintained, or disseminated to administer the state-aid provided under Minn. Stat. § 477A.19, as amended.

**WHEREAS**, the "COUNTY" may appropriate these proceeds directly, or may use any portion of them to provide funding for a joint powers board or cooperative agreement with another political subdivision, soil and water conservation district in the county, a water shed district in the county or a lake association in the county;

**WHEREAS**, the term "lake association" means an association organized for the purpose of addressing issues on a specific lake or river, a lake improvement district, or a lake conservation district;

**WHEREAS**, "IWLP" is a community coalition comprised of a broad spectrum of stakeholders including business, industry, government, education, resort, environmental coalitions, real estate and tourism representatives and citizens at large. The mission of the organization is to explore and enact strategies to maintain and improve water quality in Itasca County, protect watersheds and to highlight the importance of the area's impressively clean water;

**WHEREAS**, "IWLP" works in a collaborative manner on on-the-ground actions that encourage diverse, sustainable use, protection, recovery and enjoyment of Itasca County's world-class water and shore-land resources that is critical to a strong economy. "IWLP" is pursuing this mission by: gathering baseline water quality data within a comprehensive lake assessment program; creating a water quality technical training program at Itasca Community College; promoting water stewardship through education and outreach; and engaging all Itasca County citizens to join in these efforts; and

**WHEREAS**, the "COUNTY" and "IWLP" are committed to prevent the introduction and limit the spread of "AIS" at all water access sites within the county through a cooperative agreement.

**NOW, THEREFORE** it is mutually agreed by and between the Parties as follows:

- 1. PURPOSE.** The purpose of this cooperative agreement is to appropriate \$90,000 of the "COUNTY'S" 2014 Aquatic Invasive Species Prevention Aid to the Itasca Water Legacy Partnership (IWLP) to prevent the introduction and limit the spread of Aquatic Invasive Species (AIS) at all water access sites within the county consistent with the "GUIDELINES".
- 2. TASK AND RESPONSIBILITIES.** IWLP and the AIS Coordinator will implement and coordinate a county wide strategy, relevant programs, and effective partnerships for preventing and controlling the spread of AIS consistent with the "GUIDELINES" through but not limited to the following measures:
  - a. Identify existing successful programs that are fighting the spread of AIS in Itasca County and make grant funds available to them to promote enhance and expand through 2014.

- b. Promote the availability of AIS prevention grant funding throughout all of Itasca County
  - c. Direct and coordinate the selection of new grant-funded programs.
  - d. Direct and coordinate the evaluation and monitoring of grant funded AIS prevention programs.
  - e. Coordinate AIS prevention efforts with the Itasca County Cooperative Invasive Species Management Area cooperators, other counties, the Mississippi Headwaters Board, townships, cities, community leaders, the Minnesota Department of Natural Resources, University of Minnesota Extension, lake associations, conservation organizations and private citizens.
  - f. Work closely with bait shops, sport fishermen, lake associations and other recreational lake users to guide implementation of AIS prevention and management projects.
  - g. Promote AIS prevention training to all businesses in Itasca County, especially those that has contact with waters located within the County.
  - h. Work with all watercraft rental and repair businesses to implement AIS prevention best management practices.
  - i. Work with Itasca County to train and certify law enforcement officers in AIS enforcement.
  - j. Prepare and present invasive species information, literature, and public awareness efforts to educate and inform the public so they may help prevent the introduction and spread of AIS.
  - k. Report monthly to the Itasca County Board of Commissioners on program progress.
  - l. Ensure that all State AIS funding requirements are met.
  - m. Eliminate duplication of monies spent from the Itasca County Environmental Trust Fund for AIS.
- 3. FISCAL AGENT.** The County Auditor will act as the Fiscal Agent for the "COUNTY" establishing a dedicated Aquatic Invasive Species Fund for the deposit of the appropriated Aid from the Commissioner of Revenue. The County Auditor will allocate funding provided by this fund to "IWLP" to develop and implement the Invasive Species Program under the terms of the agreement. Funding shall be distributed to "IWLP" based on monthly reports to the County Board and the Land Commissioner of completed tasks outlined in part 2 a-m of this agreement. Itemized expenses shall be submitted monthly for reimbursement on a form approved by the County Auditor. Reimbursement shall be based on the rates and amounts set forth in Exhibit B.
- 4. COUNTY LIASON.** As County Liaison, the Land Commissioner arranges communication for the County Board meetings from "IWLP" and external partner organizations and is responsible for accountability of funds spent and that field work is completed satisfactory (by monthly reports).

5. **FEES.** The Itasca County Auditor or Land Commissioner will pro-rate any time expended by Itasca County staff for AIS related services against the fund for reimbursement.
6. **INSURANCE.**
  - a. Worker's Compensation insurance. "IWLP" shall provide and maintain, at all times while this agreement is in effect, Worker's Compensation Insurance as required by law. See Exhibit A.
  - b. General Liability and Professional Liability Insurance. The "IWLP" agrees that in order to protect itself as well as the "COUNTY" under this agreement that it will at all times during the term of the agreement have and keep in full force at its expense, a commercial general liability insurance policy covering any injury damages, claim or demand caused by an act or omission on part of the 'IWLP', its officers, agents, and employees in the performance of or with relation to any of the work or services performed or furnished by the "IWLP" under the terms of this agreement. The minimum insurance limits for this policy shall be as set forth in Exhibit A.
7. **INDEMNIFICATION.** Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws. Nothing in this agreement waives the "COUNTY'S" immunities and limitations on liability as provided for under the statutory law.
8. **TERM AND TERMINATION.** The agreement becomes effective on the date of final signature. The agreement expires on April 30, 2015. This agreement may be terminated with or without cause by 30-day written notice to the other party.
9. **ENTIRE AGREEMENT.** This agreement supersedes any prior or contemporaneous representation or agreements, whether written or oral, between "IWLP" and the "COUNTY" and contains the entire agreement with regard to the subject matter herein.
10. **AMENDMENTS.** This agreement may be amended only by a writing signed by each of the Parties.
11. **NOTICE.** Any written communication required under this agreement will be addressed to the other Party as follows, except that any party may change its address for notice by so notifying the other Party in writing:

**TO IWLP:**

David Lick  
Itasca Water Legacy Partnership  
P.O. Box 881  
Grand Rapids, MN 55744

**TO ITASCA COUNTY:**

Garrett Ous, Land Commissioner  
1177 LaPrairie Avenue  
Grand Rapids, MN 55744

- 12. **GOVERNING LAW AND VENUE.** This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.
- 13. **WAIVERS.** The waiver by "IWLP" or the "COUNTY" of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.
- 14. **STATE AUDITS.** Under Minnesota Statutes section 16C.05, subd. 5, "IWLP'S" books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and for the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.
- 15. **GOVERNMENT DATA PRACTICES.** "IWLP" must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by "IWLP" in its' performance under this agreement.
- 16. **COMPETITIVE BID LAW REQUIREMENTS.** "IWLP" must comply to the extent it may be applicable, with the statutory law governing competitive bidding (particularly MN Stat. 471.345 and 375.21).

**IN WITNESS WHEREOF**, intending to be legally bound, the Parties hereto execute and deliver this agreement.

**Itasca Waters Legacy Partnership**

By: \_\_\_\_\_  
Title: President  
Date: \_\_\_\_\_

**County of Itasca**

By: \_\_\_\_\_  
Title: Board Chair  
Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Title: County Administrator  
Date: \_\_\_\_\_

EXHIBIT A TO THE COOPERATIVE AGREEMENT BETWEEN ITASCA WATER  
LEGACY PARTNERSHIP AND THE COUNTY OF ITASCA

INDEMNIFICATION AND INSURANCE

- A. "IWLP" agrees to defend, indemnify and hold harmless "COUNTY", its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of "IWLP", anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said "IWLP" to perform fully, in any respect, all obligations under this contract.
- B. "IWLP" agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list the "COUNTY" as an additional insured with the following insurance limits:

General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

Limits

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles \$1,500,000

- c. Workers' Compensation and Employer's Liability: Statutory  
Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

Limits

- d. Employer's Liability
- |                          |           |
|--------------------------|-----------|
| Bodily injury by:        |           |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit   | \$500,000 |
| Disease - Each Employee  | \$500,000 |



EXHIBIT A TO THE COOPERATIVE AGREEMENT BETWEEN ITASCA WATER  
LEGACY PARTNERSIDP AND THE COUNTY OF ITASCA

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of "IWLP" to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

"IWLP" shall not commence work AIS work until it has obtained required insurance and filed an acceptable Certificate of Insurance with "COUNTY" to the attention of Garrett Ous, Land Commissioner). The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
  2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. "IWLP" also agrees that any contract let by "IWLP" for the performance of the work on AIS prevention and mitigation as provided herein shall include clauses that will: (1) require "IWLP" to defend, indemnify and hold harmless "COUNTY", its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of "IWLP" its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require "IWLP" to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if "IWLP" is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability: Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	

EXHIBIT A TO THE COOPERATIVE AGREEMENT BETWEEN ITASCA WATER  
LEGACY PARTNERSIDP AND THE COUNTY OF ITASCA

Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations  
Contractual Liability (including oral and written contracts)  
Explosion, Collapse, Underground Property Damage  
(XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:  
Combined Bodily Injury and Property Damage:  
Each Occurrence Limit \$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of "IWLP'S" Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. "IWLP" further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the "COUNTY" under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.
- E. In addition to any other rights contained herein the "COUNTY" reserves the right to terminate, suspend or rescind this contract if "IWLP" is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against "IWLP". All insurance policies shall be open to inspection by the "COUNTY" upon written request.

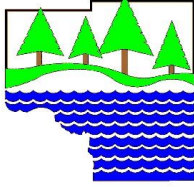


## EXHIBIT B - SPECIAL CONDITIONS SUPPLEMENT

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- Purpose: Provide Aquatic Invasive Species Program (AISP) coordination and implementation services under supervision of Itasca County staff liaison/fund manager and in accordance with the 'GUIDELINES' identified in the recitals of this agreement.
- Time Period: August 1, 2014 - April 30, 2015.
- Payment detail: 1. Cost rates:
- Itasca Water Legacy Partnership (IWLP) Coordinator compensation based on actual time reported at \$25/hour and estimated to average 44 hours per/week x 20 weeks = 880 hours not to exceed \$22,000 in calendar year 2014. Compensation for January through April 2015 is estimated at 720 hours not to exceed \$18,000.
  - Mileage is at current IRS rate \$0.56/mile.
  - Advertising and training - actual
  - Field and office supplies – actual
  - Significant assets – actual
  - Other expenses such as lodging and meals – county approved rates will be used.
- Sub-Grants: Subject to approval by the "COUNTY'S" Land Commissioner, "IWLP" may recommend AIS aid funds be appropriated to one or more "qualified recipients" in any calendar year to pay recipients for expenses incurred henceforth or to be incurred solely to prevent the introduction or limit the spread of aquatic invasive species at access sites within Itasca County consistent with the "GUIDELINES". "Qualified Recipient" means political subdivisions such as townships or municipalities, soil and water conservation districts in Itasca County, watershed districts in Itasca County, or lake association in Itasca County.
- Deliverables: All deliverables subject to the terms of this cooperative agreement shall be completed to the satisfaction of the "COUNTY". Deliverables shall be described briefly in monthly reports and in a more detailed final report. These reports shall include both financial and program information in a format that is acceptable to the County. The final report shall include a narrative account of what was accomplished under the cooperative agreement including a description of progress made toward achieving the goals of the agreement and assurance that the activities under the grant have been conducted in conformity with the terms of the agreement. To the extent that any term in this attachment conflicts with any contract term or condition the terms and conditions of the contract shall prevail over the attachment.





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**  
Itasca County Courthouse  
123 NE 4th Street  
Grand Rapids, MN 55744

August 12, 2014  
Regular Meeting

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**REQUEST FOR BOARD ACTION RES-2014-45**

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**DEPARTMENT:** Land

**PRESENTER:** Garrett Ous

**TIME REQUIRED:** < 5 minutes

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**AGENDA ITEM:**

AIS Cooperative Agreement with IWLP

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Approval of Cooperative Agreement with Itasca Water Legacy Partnership, Inc., in the amount of \$90,000 to implement Aquatic Invasive Species Program goals in Itasca County, subject to approval by County Attorney and authorize necessary signatures.

**BACKGROUND:**

Mike Haig, Mary Jo and I have worked through this Coop Agreement with consultation from IWLP.

**ITEM HISTORY:**

HISTORY:

08/05/14 COUNTY BOARD

RECOMMENDED FOR CONSENT

NEXT: 08/12/14

Land Commissioner Garrett Ous provided information regarding the request to adopt the Resolution Re: Approval of Cooperative Agreement with Itasca Water Legacy Partnership, Inc., in the amount of \$90,000 to implement Aquatic Invasive Species Program goals in Itasca County, subject to approval by County Attorney and authorize necessary signatures.

**COUNTY ATTORNEY REVIEW:** Yes

**SUPPORTING DOCUMENTATION:**

Cooperative Agreement 080414 (DOCX)

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Davin Tinquist, District #1  
**SECONDER:** Mark Mandich, District #5  
**AYES:** Tinquist, Snyder, Trunt, Eichorn, Mandich