

**MASTER GRANT SUB-RECIPIENT AGREEMENT
BETWEEN
CHISAGO SOIL AND WATER CONSERVATION DISTRICT,
GRANT ADMINISTRATOR
AND
BROWN'S CREEK WATERSHED DISTRICT
SUB-RECIPIENT**

This Agreement is between the Chisago Soil and Water District (Chisago SWCD), a regional governmental body established under Minnesota Statutes chapter 103C with offices at 38500 Tanger Dr. Suite 206, North Branch, MN 55056, and Brown's Creek Watershed District (Hereafter "Sub-Recipient"), a special-purposes governmental body under Minnesota Statutes chapters 103B and 103D with offices at 455 Hayward Ave, Oakdale, MN 55128, together referred to herein as "Parties."

WHEREAS, the Parties to this Agreement are parties to the Joint Powers Agreement for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan; and the parties that have entered into the joint powers agreement are known as the Lower St. Croix Watershed Partners; and

WHEREAS, Chisago SWCD has been awarded grants to fund initiative and projects for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan and Chisago SWCD has entered into grant agreements which incorporate grant workplans that detail grant activities and provide for the allocation of funds awarded under such grant; and

WHEREAS, pursuant to the Joint Powers Agreement for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan, Chisago SWCD is designated as the Administrative Coordinator and fiscal agent with the authority and responsibility to enter into grant agreements and service agreements with parties of the Lower St. Croix Watershed Partners and professional service providers to carry out grant activities identified in the grant work plans; and

WHEREAS, Sub-Recipient is qualified and willing to carry-out and implement the grant activities identified in the grant workplans that are incorporated in the grant agreements that Chisago SWCD has entered into for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. PURPOSE

The purpose of this Agreement is to clarify roles and responsibilities of the Parties in delivering certain activities that are specified in approved grant workplans for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

II. TERM

- A. This Agreement shall be effective on September 14, 2025, or upon the date of the last required signature, whichever is later.
- B. This Agreement shall terminate on December 31, 2028.
- C. This Agreement may be renewed upon the written agreement in the form of an Amendment signed by the necessary parties for up to one additional term not to exceed 3 years and terminating no later than December 31, 2031.

III. SERVICES

- A. Chisago SWCD shall perform the duties and responsibilities required of Chisago SWCD as set forth in this Agreement.
- B. Sub-Recipient shall deliver and carry-out those activities set forth in the various Statements of Work that are signed by respective authorized person of the Chisago SWCD and Sub-Recipient.

IV. COMPENSATION

- A. For services satisfactorily completed, the Chisago SWCD shall pay the Sub-Recipient an amount not to exceed the amount provided in each respective Statement of Work.
- B. Sub-Recipient will submit invoices for seeking reimbursements of its costs incurred in delivering and carrying out those activities set forth in the various Statements of Work. Sub-Recipient may submit invoices no less than quarterly and no more frequently than monthly. The invoices must be itemized at the rates consistent with the relevant Statement of Work, or as otherwise agreed to by Chisago SWCD and Sub-Recipient in the respective Statement of Work.
- C. No payment or reimbursement will be made for work completed outside the dates of the funding source grant agreement.
- D. Chisago SWCD shall not be liable to Sub-Recipient for costs incurred that are not paid by the funding source identified in the respective Statement of Work. Sub-Recipient shall repay any moneys received as a partial payment for any project that Sub-Recipient has not completed. Additionally, Sub-Recipient shall repay to Chisago SWCD any moneys received for costs that the Chisago SWCD or grant funding entity determines as disallowed or not expended during the term of this Agreement.
- E. All payments will be reimbursements of costs incurred unless otherwise approved by the Chisago SWCD Board and specified on the Statement of Work.
- F. There may be delays in payment from waiting for the Chisago SWCD approval or if reimbursement requests overlap distribution of funding source dollars.

V. SERVICES NOT PROVIDED FOR

No claim for services furnished by Sub-Recipient not specifically provided for herein shall be honored by the Chisago SWCD.

VI. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Sub-Recipient to the Chisago SWCD is that of an independent contractor and not an employee or agent of the Chisago SWCD.

VII. COMPLIANCE WITH LAWS AND GRANT POLICY

Sub-Recipient and Chisago SWCD shall comply with all applicable federal and state statutes and regulations, local ordinances, the funding source policies, policies adopted the Lower St. Croix Watershed Partners and updated from time to time; and grant administration requirements of federal, state or other entity that awards grants for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan. Any violation of the same shall constitute a material breach of this Agreement and shall entitle Chisago SWCD to terminate this Agreement immediately upon delivery of written notice of termination to the Sub-Recipient.

VIII. PUBLICITY AND ENDORSEMENT

Any publicity regarding activities completed under this agreement must identify the funding source, as required by the funding source policy. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sub-Recipient individually or jointly with others.

IX. PROJECT ASSURANCES

- A. The Sub-Recipient shall be responsible to ensure any constructed projects are designed and overseen by persons with credentials and using specifications as specified in funding source policy, grant agreement and grant administration manual, as appropriate.
- B. The Sub-Recipient is responsible to provide for project operations and maintenance for any constructed project for the project lifespan described in the Statement of Work.

X. INDEPENDENT RELATIONSHIP; LIABILITY

- A. This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59. Each party agrees that it will be responsible only for its own acts and omissions, and the results thereof to the extent authorized by the law and will not be responsible for the acts or omissions of the other party or the results thereof. The agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. Neither party will be liable for special, indirect, incidental, punitive, exemplary or unforeseeable consequential damages arising out of or in connection with its respective obligations under this agreement. Specific performance and quantum meruit are available remedies for the failure of a party to perform any obligation hereunder and do not require a demonstration that other remedies are inadequate. Remedies are non-exclusive.
- B. Chisago SWCD and BCWD enter this agreement solely to facilitate implementation and maintenance of the work that is the subject of each respective Statement of Work and to achieve and sustain its purposes. Nothing herein will be construed to constitute approval of any permit or other regulatory approval required by any party, nor does this agreement in any way modify or delegate any party's regulatory authority.
- C. Each party will defend, indemnify and hold harmless the other party and their respective boards, commissions, officers, employees and agents from and against all claims of third parties and all associated losses, to the extent arising out of a party's negligence or willful misconduct in performing any of its obligations under this agreement, or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this agreement.

XI. INSURANCE

Insurance coverage requirements are provided in Exhibit A.

XII. SUBCONTRACTING AND ASSIGNMENTS

Sub-Recipient shall be responsible for the performance of any contractor or subcontractor for completion of the Project. Any subcontractor working with Sub-Recipient shall be bound by all terms and conditions of this agreement and the applicable Statement of Work. Sub-Recipient may not assign any interest in the agreement without the prior written approval of the Chisago SWCD and subject to such conditions and provisions as the Chisago SWCD may deem necessary.

XIII. PAYMENT TO SUBCONTRACTORS

The Sub-Recipient will ensure the contract for construction of the Project requires compliance with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to subcontractors. Sub-Recipient shall indemnify and hold Chisago SWCD harmless with regard to all claims asserted by subcontractors against Chisago SWCD for payment of services performed and materials provided by subcontractor.

- XIV. **WORKER HEALTH, SAFETY, AND TRAINING.** Sub-Recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this agreement. Sub-Recipient will require the contractor to ensure the health and safety of all subcontractors and other persons who may perform work in connection with each respective Statement of Work . Sub-Recipient shall ensure all personnel of Sub-Recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Sub-Recipient 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 Sub-Recipient.
- XV. **AFFIRMATIVE ACTION**
No person shall be excluded from employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVI. NON-DISCRIMINATION

The Sub-Recipient agrees to abide by all provisions of Minn. Stat. § 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract," set forth as follows:

MINN. STAT. § 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Sub-Recipient agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Sub-Recipient staff, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no Sub-Recipient staff, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) That a violation of this section is a misdemeanor; and

XVII. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

XVIII. DATA PRIVACY DATA MANAGEMENT AND RECORD RETENTION

- A. In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Sub-Recipient agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.
- B. All data created, collected, received, stored, used, maintained, or disseminated by the Sub-Recipient in performing this Agreement is also subject to the provisions of the Minnesota Government Data Practices Act)and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the applicable federal laws on data privacy and, pursuant to that statute, the Sub-Recipient must comply with the

requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Sub-Recipient.

- C. Notwithstanding Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for purposes of the Minnesota Government Data Practices Act and all other statutes and provision of law related to data practices, data management and records retention, each party shall remain the exclusive responsible authority, as defined in Minn. Stat. 13.02, subd. 16, for its own data management, for responses to data requests and for all aspects of records retention for any and all data in any form that is collected, created, received, maintained or disseminated by the party agency. This section includes but is not limited to all data regardless of its classification as the term government data is defined in Min. Stat. 13.02, subd. 7.
- D. Sub-Recipient agrees that is bonds, records, documents, accounting procedures and practices, and other papers relevant to this Agreement are subject to examination, duplication, transcription and audit by Chisago SWCD, the Legislative or State Auditor under Minn. Stat. § 16C.05, and any other funding authority. Sub-Recipient will maintain these documents for six years from the date of the contract termination.

XIX. EARLY TERMINATION

- A. This agreement may be terminated by either party at any time, with or without cause, upon fourteen (14) days written notice delivered by mail or in person. Notice shall be delivered at the address first written above.
- B. Upon early termination by the Chisago SWCD, the Sub-Recipient shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.
- C. This agreement may be terminated effective immediately upon written notice to Sub-Recipient if funding at an aggregate level sufficient to fund this agreement becomes unavailable.

XX. DEFAULT AND REMEDY

Failure of the Sub-Recipient including the failure of any employee or agent of the Sub-Recipient to abide by any of the terms, conditions, or requirements expressed in this agreement shall constitute a default if not properly corrected by the Sub-Recipient upon receipt of a notice of deficiency and a request for compliance from the Chisago SWCD. In the event of a default by the Sub-Recipient, Chisago SWCD may cancel this agreement by sending a written notice of cancellation to the Sub-Recipient at the address stated above and may recover from the Sub-Recipient any damages sustained by Chisago SWCD which may directly or consequently arise out of the breach of this Agreement by the Sub-Recipient.

XXI. INTERPRETATION, JURISDICTION AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Actions brought in the

state court shall be venued in Chisago County and actions brought in federal court shall be venued in the State of Minnesota.

XXII. SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIII. CONFLICT OF TERMS AND CONDITIONS

If there is a conflict in the terms and conditions contained in this agreement and the Chisago policies as adopted by the Lower St. Croix Watershed Partners, the terms and conditions contained in this agreement shall take precedence.

XXIV. WAIVER

The failure of Chisago SWCD or Sub-Recipient to enforce one or more of the terms or conditions of the agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

XXV. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XXVI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and the Statements of Work executed by the parties and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Chisago SWCD and Sub-Recipient relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this agreement is the only and complete agreement regarding the subject hereof.

XXVII. COUNTERPARTS

This agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

XXVIII. NOTICE

Notice is to be given in writing and either sent by mail, email or delivered in person.

For Sub-Recipient will be directed to:

Karen Kill, Administrator (or successor)
Brown's Creek Watershed District
455 Hayward Ave,
Oakdale, MN 55128
karen.kill@mnwcd.org
651-330-8220 x 26

For Chisago SWCD

Craig Mell, District Administrator (or successor)
Chisago Soil and Water Conservation District
38500 Tanger Dr. Suite 206
North Branch, MN 55056
craig.mell@mn.nacdnet.net
651-674-2333

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

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Approved and accepted for:

CHISAGO SWCD

Name: Craig Mell
Title: District Administrator
Chisago Soil and Water Conservation District

Date

Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

Name: Jeffrey B. Fuge
Title: Assistant County Attorney

Date

Approved and accepted for
SUB-RECIPIENT – BROWN'S CREEK WATERSHED DISTRICT

Name: Karen Kill
Title: Administrator
Brown's Creek Watershed District

Date

Approved as to form and execution:

Name: Michael Welch
Attorney for Sub-Recipient, Brown's Creek Watershed District

Date

INSURANCE COVERAGES EXHIBITA

Unless modified by mutual agreement of the parties by specific provision of a Statement of Work or other agreement, the provisions of Article XII, INSURANCE shall apply for the duration of this Agreement, as follows:

1.1. Commercial General Liability. Sub-Recipient will require any contractor hired to perform under a Statement of Work authorized in accordance with this agreement to obtain and maintain Commercial General Liability insurance with a combined limit of not less than \$1,500,000 each occurrence.

1.1.1. CGL insurance will be written on an occurrence basis, and will cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

1.1.2. BCWD will ensure that Chisago SWCD, including its elected and appointed officials and employees are named as additional insureds under the Commercial General Liability. This coverage shall be primary to the additional insured.

1.1.3. The Chisago SWCD's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the Chisago SWCD, its agents, officers, directors, and employees.

1.1.4. **Waiver of Subrogation.** Sub-Recipient waives all rights against Chisago SWCD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance obtained by contractor pursuant to Paragraph 1.1. Sub-Recipient will obtain an endorsement to affect this waiver.

1.2. Workers' Compensation Insurance. Sub-Recipient will ensure contractor provides proof of workers' compensation insurance applicable to contractor in accordance with statute.

1.3. Other Insurance Provisions

Prior to the start of this Agreement, Sub-Recipient will furnish Chisago SWCD with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Sub-Recipient will provide certified copies of all insurance policies required within ten days if requested in writing by Chisago SWCD. Failure of Chisago SWCD to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Chisago SWCD to identify deficiency from evidence that is provided shall not be construed as a waiver of Sub-Recipient's obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements or failure to maintain the required insurance may result in termination of this contract.

1.4 No Representation of Coverage Adequacy. By requiring insurance herein, Chisago SWCD does not represent that coverage and limits will necessarily be adequate to protect the Sub-Recipient and such coverage and limits shall not be deemed as a limitation on Sub-Recipient's liability under the indemnities granted to Chisago SWCD in this Agreement.

**STATEMENT OF WORK
TO THE MASTER GRANT SUB-RECIPIENT AGREEMENT BETWEEN
CHISAGO SOIL AND WATER CONSERVATION DISTRICT
AND BROWN’S CREEK WATERSHED DISTRICT
2025 LSC WBIF STREAMBANK/SHORELINE RESTORATIONS**

This Statement of Work to the Agreement between Chisago Soil and Water Conservation District (“Chisago SWCD”) and the Brown’s Creek Watershed District (“Sub-Recipient”) provides a statement of activity that Sub-Recipient will perform pursuant to the Agreement. All grant activities specified and detailed herein shall be performed in accordance with the Agreement, partnership policy, the funding source Grant Agreement, Minnesota Board of Water and Soil Resources Grant Administration Manual, and applicable federal and state laws and regulations and local ordinances.

I. SCOPE OF ACTIVITY

Sub-Recipient will carry out or contract for the completion of activities as follows:

- A. **Activity ID:** 2025 LSC WBIF Streambank/Shoreline Restorations Brown’s Creek Watershed District Stream Restoration – Brown’s Creek Phase 2: BC Cove
- B. **Grant Funding Source:** State of Minnesota Board of Water and Soil Resources 2025 Watershed Based Implementation Funding Grant Agreement – Lower St. Croix Watershed Partners (Grant ID C25-0284)
- C. **Activity Timeline:** Activity must be completed between August 27, 2025, and December 31, 2027. Expenses incurred outside of these dates are not eligible for reimbursement.
- D. **Grant Funding Source Work Plan Activity: FY25 LSC WBIF Streambank/Shoreline Restorations**
 - 1. Activity Deliverables:
 - a. Grant activity type: Streambank/Shoreline Restorations
 - b. Conservation practice: Brown’s Creek Phase 2: BC Cove Stream Restoration
 - c. Priority benefitting waterbody: Brown’s Creek
 - d. Project deliverables and description: Brown’s Creek restoration of 1,950 linear feet of trout stream and at least 5 acres of riparian area upstream of McKusick Road in Stillwater to reduce sedimentation by 28 tons/year (TSS), reduce total phosphorus (TP) loading by 20.2 lbs./year, reduce thermal loading, and improve trout stream habitat. It is anticipated that 23 riffles and pools will be restored. All reductions in TSS and TP in Brown’s Creek will also benefit the St. Croix River.
 - e. Timeline: Must be completed no later than December 31, 2027.
 - f. Landowner name (if applicable): Four private landowners. Upstream of McKusick Road in Stillwater, immediately upstream of Brown’s Creek Park Phase 1 restoration project
 - g. Pollutant reductions (if applicable):
 - i. Phosphorus: 20 lbs./yr.
 - ii. Total Suspended Solids: 28 tons/yr.
 - h. Project effective life for which the sub-recipient will be responsible for operations & maintenance of the project: 10 years

