

**“Team Up for Clean Waters”  
Itasca Water Legacy Partnership  
Quarterly Meeting**

July 15, 2016 3:00 pm  
32809 County Rd 326, Bovey MN

**AGENDA**

Board Present: Dave Lick, John Zimmerman, Shirley Loegering, Kathy Cone, Jan Sandberg, Bill Marshall, Pat Leistikow

Board Absent: Aho, Anderson, Downing (arrived after the meeting), Gould, Prokop, Tinquist

Tech Committee present: Bill Grantges

Tech Committee absent: Arens, Raitanen, Rufer, Steward, Swenson

As there was a social component after the meeting, various spouses attended.

**1. Administrative Items**

**a. Previous Quarterly Board minutes**

*Motion to approve minutes from Quarterly Board meeting April 18, 2016 (sent via email) (Dave Lick, Shirley Loegering) M/S/U*

**b. Treasurer’s Report**

Pat reviewed financials from the July Executive Committee meeting, noting that we have good cash balances. See Attachments 1 &2. Some items are in process, including dollars from Blandin to be transferred to cover costs for the Youth Summit. *Motion to approve the Treasurer’s report. (Shirley Loegering, Dave Lick) M/S/U*

Pat added that she requested an increase to the IWLP credit card for Bill Grantges from \$1000 to \$5000. Steps will be taken to avoid late payments in future. Dave had a question about a requirement for a IWLP deposit for Hannu—Pat will follow up on this. It sounds like the quarterly payment for withholding.

**c. Review Executive Committee actions** in May, June and July (minutes for May, June and July were sent in advance)

o **June—consensus to move forward with IWLP contract**

John reviewed the slightly revised and signed agreement with the County. See Attachment #3.

**d. Status of transfer AIS duties to SWCD, IWLP contract with County**

John briefly described the status of the transfer and need for a new IWLP contract with the County (previous item). There has been some reticence on the part of the SWCD Board to take on the program. IWLP agreed to extend the contract and meet with their Board. There may be other options for providing the services. The plan is to meet in August with SWCD.

**2. President’s Report – Dave Lick**

Dave has been watching some water-related issues involving proposed mining activities. Twin Metals effluent would migrate into Boundary Waters area in contrast to Polymet, which is heading to Lake Superior. Dave believes that there needs to be a full bore study of electronics reclamation tied to the brown areas that would abate the negative impacts. He encouraged members to keep in contact with legislators about these issues. Currently much of electronics is shipped out of state or country and that is not addressing the problem. There could be a whole industry focused on these issues.

Dave would like to see CISMA reactivated. Eric R is working on this, perhaps next month or September. This means working with the new Land Commissioner.

Dave also suggested several possible new Board candidates that other members will contact.

### **3. Committee/Project Reports**

#### **a. AIS – Bill Grantges**

Bill reviewed documents distributed at the last Exec Meeting, including a few changes in the program. See Attachments #4-8. The 50 lake AIS assessment project is underway. SWCD is also well underway—see report. They have a good working relationship—new finds are curly leaf pondweed in a few locations—Attachment #6. Flowering rush did not come back on Trout in Coleraine after pulling last season. CAP grants are going well Attachment #7. Bill has run a number of outreach/education events, and is working on the Wired to Fish proposal Attachment #8.

#### **b. Planning Committee – John Zimmerman**

The water planning session is planned for July 20 for brainstorming with selected community members.

#### **c. Education Committee – Kathy Cone**

Revised her report for the Youth Summit—see attachments #9 and #10. She recently checked with Let's Go Fishing and added \$150 to the Youth Summit budget.

#### **d. Membership Committee – Patty Gould-St. Aubin/Shirley Loegering**

Shirley reported that they are up to \$3,368 for year, twice last year but this may be a timing issue. There are 14 new members this year.

#### **e. PR Committee – Need Chair**

It was suggested to ask Sally Sedgewick to write another article. Perhaps invite her to be on the Tech Advisory Board or hire on contract. As a first step, invite her to meetings to get a feel for the organization—Shirley will talk to her. Expectation is one article a quarter, at a cost of about \$150.

#### **f. Grants Committee – Need Chair**

### **4. Upcoming 2016 quarterly meeting dates:**

*Monday, October 17 - 3:00pm, Courthouse. Due to likely absences, move the meeting to November 7—Shirley will check on room at 4 pm.*

Motion to adjourn at 4:05 pm (Dave Lick, John Zimmerman) M/S/U

Attachments: Attachment #1 Financial Summary  
Attachment #2 Transaction Detail  
Attachment #3 IWLP-County Coop Agreement  
Attachment #4 AIS Inspection Plan  
Attachment #5 Lake Hours  
Attachment #6 SWCD Monitoring Report  
Attachment #7 CAP Grant Report  
Attachment #8 Wired to Fish Proposal  
Attachment #9 Youth Summit report  
Attachment #10 Youth Summit Expenses

Previously circulated: Minutes from the May, June and July Executive Committee meetings

Itasca Water Legacy Partnership	<b>ATTACHMENT #1</b>								
<b>June Summary</b>	<b>2016</b>								
Fiscal Year ending 12/31/2016									
July 12, 2016						(18,195.25)			
	IWLP		Youth Education	Adult Education	Blandin	Itasca County AIS	Itasca County AIS	Itasca County AIS	
	Operating	Memorials	Summit	Summit	IWLP Operating	Prevention	Communications	CAP Mini Grants	Total
Revenue									
<b>Beginning Balance 01/01/2016</b>	<b>57,051.68</b>	<b>1,204.28</b>	<b>1,249.18</b>	<b>-</b>	<b>33,588.88</b>	<b>32,035.97</b>	<b>18,131.00</b>	<b>-</b>	<b>143,260.99</b>
Memberships and Donations	3,643.77								3,643.77
Education Grants									-
Grants						116,147.75	10,117.00	5,500.00	131,764.75
Memorials		25.00							25.00
Interest and Dividends	11.70				51.61				63.31
Administrative fee									-
Miscellaneous									-
Subtotal Revenue FY 2016	3,655.47	25.00	-	-	51.61	116,147.75	10,117.00	5,500.00	135,496.83
<b>Available Cash Revenue FY 2016</b>	<b>\$ 60,707.15</b>	<b>\$ 1,229.28</b>	<b>\$ 1,249.18</b>	<b>\$ -</b>	<b>\$ 33,640.49</b>	<b>\$ 148,183.72</b>	<b>\$ 28,248.00</b>	<b>\$ 5,500.00</b>	<b>\$ 278,757.82</b>
Expenditures									
Contracted Services	140.00		515.66			50,227.13			50,882.79
Salaries and Wages						22,500.00			22,500.00
Employer paid benefits						1,753.22			1,753.22
Accounting Fees	1,058.80								1,058.80
Dues and Memberships	250.00								250.00
Equipment									-
Fuel and Oil						109.66			109.66
Grant Administration Fee									-
Insurance	501.00								501.00
Interest and bank fees	39.61								39.61
Mileage and Travel						630.60			630.60
Registration Conferences						155.00			155.00
Postage	181.75								181.75
Program Supplies			2,646.22			4,251.88	210.53		7,108.63
Promotion						185.00	358.99		543.99
Reimbursement Other						219.17			219.17
Rental and Storage									-
Repair and Maintenance						331.23			331.23
Supplies and printing	1,152.34					235.24	297.82		1,685.40
Website	89.94								89.94
									-
Subtotal Expenditures FY 2016	\$ 3,413.44	\$ -	\$ 3,161.88	\$ -	\$ -	\$ 80,598.13	\$ 867.34	\$ -	\$ 88,040.79
<b>Ending Cash balance 06/30/2016</b>	<b>\$ 57,293.71</b>	<b>\$ 1,229.28</b>	<b>\$ (1,912.70)</b>	<b>\$ 0.00</b>	<b>\$ 33,640.49</b>	<b>\$ 67,585.59</b>	<b>\$ 27,380.66</b>	<b>\$ 5,500.00</b>	<b>\$ 190,717.03</b>
Checking									120,526.15
Timing Differences-Payroll									(673.88)
Savings									69,036.31
Edward Jones									1,828.45
Total Cash Balance 06/30/2016									<b>\$ 190,717.03</b>

Itasca Water Legacy Partnership				ATTACHMENT #2								
Detail Fiscal Year 2016												
		<b>July 12, 2016</b>		IWLP	IWLP	Youth	Adult	Itasca County	Itasca County	Itasca County	Blandin	
				Operating	Memorial	Summit	Summit	AIS Prevention	AIS Communication	AIS CAP	IWLP	
Beginning Balances			144,021.27	57,049.08	1,204.28	1,249.18	-	32,798.85	18,131.00	-	33,588.88	144,021.27
Expenditures												
Check #	Date	Name	Amount									
2000	1/15/2016	William Grantges	1,495.56					1,495.56				1,495.56
		Withholding	379.44					379.44				379.44
2001	1/20/2016	ICTV	250.00	250.00								250.00
2002	1/20/2016	MN DeptofNaturalResources	3,116.00					3,116.00				3,116.00
2003	1/20/2016	Patty Gould St-Aubin	70.25	70.25								70.25
2004	1/20/2016	Card Service Center	867.35	29.98								29.98
2004				26.73								26.73
2004				450.00								450.00
2004								360.64				360.64
2005	1/27/2016	Hannu	176.00	176.00								176.00
2006	1/27/2016	Sally Sedgwick	140.00	140.00								140.00
2007	1/29/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2008	2/2/2016	Card Service Center	796.61	39.61								39.61
2008	2/2/2016			587.00								587.00
2008	2/2/2016			98.00								98.00
2008	2/2/2016							72.00				72.00
2009	2/9/2016	Hannu	248.00	248.00								248.00
2010	2/10/2016	Bill Grantges	289.46					289.46				289.46
2011	2/15/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2012	2/25/2016	GR Jaycees	250.00						250.00			250.00
2013	2/25/2016	Berkely Risk	319.00	319.00								319.00
2014	2/29/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2015	3/2/2016	Card Service Center	611.03	20.17				590.86				611.03
2026	3/10/2016	Hannu	200.00	200.00								200.00
2027	3/15/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2028	3/30/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2029	3/31/2016	Card Service Center	394.32					74.80	319.52			394.32
2030	4/15/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2016	4/25/2016	APG Media of MN	185.00					185.00				185.00
2017	4/29/2016	William Grantges	3,133.85					3,133.85				3,133.85
2018	4/29/2016	William Grantges	1,461.56					1,461.56				1,461.56
		Withholding	413.44					413.44				413.44
2019	5/5/2016	Card Service Center	450.38	34.94				415.44				450.38
2020	5/5/2016	Personnel Dynamics	810.00					810.00				810.00





**THIS COOPERATIVE AGREEMENT**, is made this 1<sup>st</sup> day of July, 2016 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; and
- 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; and



**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; and

**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; and

**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; 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 \$158,000 of the "COUNTY'S" 2017 SFY 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. Assist ICOLA to identify existing successful programs that are fighting the spread of AIS in Itasca County and make grant funds available to qualified recipients under Section 477A.19, subd. 3 to promote enhance and expand programs.
  - b. Promote the availability of AIS prevention grant funding throughout all of Itasca County.
  - c. Coordinate the selection of new grant-funded programs.
  - d. 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. Enlist and utilize the Minnesota DNR personal for watercraft inspection and decontamination activities.
  - j. Work with Itasca County to train and certify law enforcement officers in AIS enforcement.
  - k. 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.
  - l. Report monthly to the Itasca County Board of Commissioners on program progress.
  - m. Ensure that all State AIS funding requirements are met.
  - n. 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 Environmental Services Department 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 Environmental Services Administrator 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 Environmental Services Administrator 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 December 31, 2016. 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:**

Dan Swenson  
Itasca County Environmental Services  
123 NE 4<sup>th</sup> Street  
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 with 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: Cherie M. Kishikaw

Title: ~~President~~ Treasurer/Finance

Date: 6/29/2016

County of Itasca

By: [Signature]

Title: County Board Chair

Date: 6/28/2016

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

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:

	<u>Limits</u>
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

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

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

d. Employer's Liability

Bodily Injury by:

Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

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 Dan Swenson, Environmental Services. 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	
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 \$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

**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:** July 1, 2016 – December 31, 2016

**Payment Details: Cost Rates:**

- IWLP Coordinator compensation for July 1, 2016 through December 31, 2016 is based on actual time reported at \$25/hour and estimated to average 44 hours per week X 26 weeks=1144 hours not to exceed \$28,600; and shall be in accordance with the county board approved AISP budget. Claims for reimbursement shall comply with and be submitted through the Environmental Services billing process.
- Mileage is at current IRS rate \$0.575/mile.
- Advertising and training - actual
- Field and office supplies – actual
- Significant assets – actual
- Other expenses such as lodging and meals will be by county approved rates.

**Sub-Grants:** Subject to approval by the "COUNTY'S" Environmental Services Department, "IWLP" and Itasca Coalition of Lake Associations 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.

ATTACHMENT #4

Itasca County and the Itasca Water Legacy Partnership  
 Aquatic Invasive Species Inspection Plan for 2016 in Itasca County, MN

DNR trained and certified Level 1 and Level 2 AIS Inspectors will be hired to provide AIS Inspections and AIS Education at water accesses in Itasca County. Level 1 AIS Inspectors will be stationed at the following lakes:

Lake	Accesses	Access parking spots
Bass (31-057600)	1. Northeast, Fish House Bay, Itasca County	3 auto/trailer
	2. West, Pincherry, DNR	5 auto/trailer
	3. Southwest, DNR	7 auto/trailer
Bowstring (31-081300)	1. Northeast, DNR	25 auto/trailer
	2. South, DNR	20 auto/trailer
	3. Northwest, USFS	5 auto/trailer
Deer (31-071900)	1. DNR	12 auto/trailer
Pokegama (31-053200)	1. Tioga, DNR	30 auto/trailer
	2. Golf Course Road, Cohasset City	7 auto/trailer
	3. Kings Landing, Harris Township	6 auto/trailer
	4. Sherry's Arm, Itasca County	10 auto/trailer
Sand (31-082600)	1, Sand Lake Access	10 auto/trailer
Splithand (31-035300)	1. DNR, Div. Park and Trails	20 auto/trailer
Swan (31-006700)	1. DNR Park and Trails	18 auto/trailer
Trout (31-021600)	1. N. Coleraine Park and Rec	20 auto/trailer
	2. Longyear Park, Coleraine	8 auto/trailer
	3. Eagle WMA, Kom-On-In Beach	4 auto/trailer
Wabana (31-039200)	1. South East, DNR	10 auto/trailer
	2. Northwest, DNR	20 auto/trailer
Winnibigoshish (11- 014700)	1. Plughat, USFS	8 auto/trailer

Inspections and decontaminations are planned to run from May1, 2016 to October 31, 2016, seven days a week during daylight hours. Mobile decontamination and inspection locations are dependent on the size of our workforce and will be scheduled in April, 2016. All inspection and decontamination locations and times will be coordinated with the DNR. Inspection and decontamination data will be collected and recorded on tablets. Collected data will be transmitted to the DNR every two weeks.

# ATTACHMENT #5

Itasca County AIS Program Prevention Area  
Watercraft Inspection Hours Report, July 13, 2016

## Total Actual Hours - As of July 2

High-Risk Lakes		
Bass		66
	NE	8
	West	8
	South	50
Bowstring		481
	NE	189
	South	284
	NW	8
Deer		535
Pokegama		1,196
	Kings	210
	LaPlant	-
	Mishawaka	172
	Sherry	310
	Tioga	504
Sand		245
Splithand		337
Swan		101
Trout (Coleraine)		549
Wabana		520
	Wabana SE	208
	Wabana NW	312
Winni		8.0
<b>Total</b>		<b>4,038.0</b>
<u>Other</u>		
Admin		105
Training		305.5
Blackwater		14.0
Moose		8.0
Northstar		10.0
Siseebakwet		49.0
Turtle		8.0
<b>Total</b>		<b>499.5</b>

Total hours (High-Risk + Other) 4,538

## Baseline and Adjusted Hours 2016 Watercraft Inspection Season

High Risk Lakes	# of Landings	Baseline Hours	DNR Hours	CAP Hours	Adjusted Hours	Actual Hours	Hours Above Adjusted
Bass	3	923			923	66	-
Bowstring	3	923	307		616	481	-
Deer	1	308		400	708	535	-
Pokegama	7	2,154	307		1,847	1,196	-
Sand	1	308		200	508	245	-
Splithand	1	308			308	337	29
Swan	1	308			308	101	-
Trout	3	923			923	549	-
Wabana	2	615		400	1,015	520	-
Winnibigoshish	1	308			308	8	-
Other	3	923			923	500	-
<b>Total</b>	<b>26</b>	<b>8,000</b>	<b>614</b>	<b>1,000</b>	<b>8,386</b>	<b>4,538</b>	<b>29</b>

### CAP Grant Lakes (Other, not High-Risk Lakes)

None

Total Actual Hours	4,537.5
Total hours budgeted	8,000.0
Baseline hours per landing	307.7
Percentage of budgeted hours allotted for "Other"	15.0

Other = Non High-Risk lake hours.

Baseline hours per landing = (Total hours budgeted) divided by (Total number of landings)

Baseline hours per lake = (Baseline per landing) multiplied by (the number of landings on that lake)

DNR Hours are those provided by an IWLP grant "Watercraft Inspections by DNR Staff". This grant awarded 614 hours of DNR Staff Watercraft Inspection time split between Bowstring & Pokegama. IWLP will be billed by the DNR at a rate of \$8/hour for a total of \$4,912

CAP Hours are Itasca County AIS Watercraft Inspection hours that resulted from a CAP grant award. Lake Associations applied for matching fund dollars to fund supplemental inspection hours from Itasca county AIS inspectors at their lakes public water access.

Actual hours worked differs from adjusted hours because of access traffic. Inspectors typically are not sent to lakes with no traffic if traffic exists on other lakes. Some supplemental inspection hours were applied to lakes before CAP grant approval in anticipation of that grant being approved.

6/29/16 - Itasca AIS Monitoring + Control (SWCD)

**So far we have completed 74 Lake Surveys**

(91 lakes completed entire 2015 season)

**New Lakes Surveyed: 42**

**Lakes Resurveyed: 32**

**New AIS Finds: CLP on Moose Lake(DR)**

**PL on East Smith**

**CLP on Smith Lake**

**NO Loosestrife found: Rush Island**

**Little Jessie**

**Hartley**

**Trout (Coleraine)**

**No Flowering Rush found on Trout Coleraine**

**(We Will Return to Follow up)**

where previously found; currently eradicated.

**Beetle Total so Far: 20,475, Waiting for peak of 2<sup>nd</sup> season.**



**ATTACHMENT #7**

Itasca County AIS Program Community Action Projects (CAP)

Budget Report by AIS Coordinator July 13, 2016

	July 1, 2014 to June 30, 2015	July 1, 2015 to December 31, 2015	January 1, 2016 to June-16	July 1, 2016 to Present	July 1, 2014 to Present Totals	December 31, 2016 Projected
<b>Revenues</b>						
Itasca County	20,000.00	28,179.00	28,179.00	20,000.00	96,358.00	20,000.00
<b>Total Revenues</b>	<b>20,000.00</b>	<b>28,179.00</b>	<b>28,179.00</b>	<b>20,000.00</b>	<b>96,358.00</b>	
<b>Expenses</b>						
<b>Grants Completed</b>						
Dixon Lake Association	5,000.00	10,000.00			15,000.00	
Sand Lake Association	755.00	1,500.00	255.00		2,510.00	
Grand Rapids Marine	2,838.00				2,838.00	
Pokegama Lake Association		1,000.00			1,000.00	
Wabana Chain of Lakes		1,500.00			1,500.00	
Siseebakwet Lake Association		1,200.00			1,200.00	
<b>Total Completed &amp; Paid</b>	<b>8,593.00</b>	<b>15,200.00</b>	<b>255.00</b>	<b>-</b>	<b>24,048.00</b>	
<b>Grants Pending Completion</b>						
Johnson Lake		1,000.00			1,000.00	
Deer		4,000.00			4,000.00	
Sand (Inspections)		2,000.00			2,000.00	
Greenway Township (N.Twin)			850.00		850.00	
Wabana Township (2 year)			2,500.00		2,500.00	
Wabana Chain of Lake Assoc.			1,500.00		1,500.00	
ICOLA			6,875.00		6,875.00	
<b>Total Pending Completion</b>	<b>-</b>	<b>7,000.00</b>	<b>11,725.00</b>	<b>-</b>	<b>18,725.00</b>	
<b>Total Expenses</b>	<b>8,593.00</b>	<b>22,200.00</b>	<b>11,980.00</b>	<b>-</b>	<b>42,773.00</b>	
<b>Cash Balance at Month End</b>	<b>11,407.00</b>	<b>17,386.00</b>	<b>33,585.00</b>	<b>53,585.00</b>	<b>53,585.00</b>	
<b>Expired Grants</b>						
T&M Marine	5,000.00					
Bowstring Shores Resort	1,749.50					

Blue Font denotes a change from previous months report

**“Preserving Our Outdoor Traditions”**  
**Itasca County Collaborative AIS Outreach Video(s)**  
In Partnership With  
**The Clean Drain Dry Initiative and Wired2Fish**

**Objective:** Through the use of video production, project partners will present clear, concise and consistent messaging to inform, educate and inspire personal responsibility in AIS prevention. Built upon a foundation utilizing collaborative partnerships with Wildlife Forever’s Clean Drain Dry Initiative and Wired2Fish, this project will utilize partnership assets of professional cinematography (aerial, underwater, land), graphics and established AIS related content to reach residents and visitors throughout Itasca county with highly impactful video production.

**Deliverables:**

- One long-form web video ~ 7 – 10 minutes in length (comprehensive message)
- One short-form video ~ 1 – 2 minutes in length for web/TV delivery (PSA)
- One 30-second spot
- One Itasca Co. Fair AIS B-Roll video with simple graphics package to preempt final project deadline of 1 January 2017.

\*All products will be formatted for web and TV delivery. DVD authorizing services available upon request/need and included in the financial consideration (excludes replication & duplication fees).

**Production Services:**

**Pre-Production & Planning:**

Video storyboarding, site selection, talent coordination (interviewees), shot list development based off of storyboard

**Field Production:**

*Staffing*

Producer: Ryan DeChaine  
Videographer: Kyle Peterson

*Equipment*

Sony PXW-FS7 XDCAM Cinema Camera, Sony Alpha a7S II Mirrorless camera w/ Aquatica Dive Housing, full scuba package, DJI Phantom 3 Professional (drone), camera slider stabilization rigging, voice over studio

*Travel Expenses for Production Crew*

**Post Production:**

- Writing
- Content review
- Import of Media Assets
- Non-Linear Editing
- Music License
- Voice Talent
- Packaging & Graphics
- Two (2) Rounds of Revisions
- Mastering and Trafficking

**Financial Consideration: \$17,250**

## ATTACHMENT #9

### Youth Water Summit 2016

Students started arriving by 8:45 a.m. on May 24<sup>th</sup> and left around 2:15 p.m. We asked folks to arrive by 7:30 for set up and organization.

There were over 130 presenters and volunteers. The day before the event at the Fairgrounds an orientation day was held to go over the day's activities and what was expected of everyone involved.

All wore the Water Day T-shirt and volunteers/presenters were asked to sign in at the Trail head building where coffee and rolls were provided in the morning. A bag lunch from ISD #318 Food Service was provided free of charge for all presenters/volunteers. Pizza and beverages were available at the end of the day in the trail head building.

There was around 380 students and over sixty teachers and chaperones. The students were divided into groups of around ten students and all having animal and tree nametags to distinguish them from other groups. The day was divided into ten, 30 minute intervals beginning at 9:15 and ending at 2:15. During that time, each presenter had seven or eight 30 minute presentations. The Schedule for the day, maps, and student rotation packets were available in the trailhead building. A blow horn was used to signal to rotate to the next 30 minute session.

There was an opening presentation by Patty Erven and Noreen Hautala singing Native Water Songs.

Pictures were taken by Carmen Haugen, then thank you notes were generated from those pictures by John and Alida Zimmerman. Based on the names from the sign-in sheets thank you's were generated by Karen Walker, Mary Gepar, Janet Florine, Dave Lick and myself.

Surveys have been tallied.

List of expenses: See attachment

Dale Christy obtained funding of \$1000 from Cans for Kids: Break down of expenses are as follows:

Lunches \$655.80, Printing \$120.57 and cost of Bigfork school bus \$227.74

Respectfully submitted: Kathleen Cone

7-13-2016

ATTACHMENT #10

2016 Youth Water Summit

Date	Paid Vendor/Customer	Amount	Balance	6800
	Beg. Balance		\$ 1,249.18	
1/26/2016	Itasca Co. Fairgrounds	\$ 500.00	\$ 749.18	
	ISD 318	2381.50	\$ (1,632.32)	
	ISD 318	115.66	\$ (1,747.98)	
	Sammy's Pizza	165.26	\$ (1,913.24)	
	Ogle's Marketplace Foods	76.11	\$ (1,989.35)	
	Mary Schiedler	200.00	\$ (2,189.35)	
	Let's Go Fishing	150.00	\$ (2,139.35)	
			\$ (2,139.35)	
	Herald Review	677.50	\$ (2,816.85)	
	Kathy Jasper	23.35	\$ (2,840.20)	
	John Latimar	200.00	\$ (3,040.20)	
			\$ (3,040.20)	
	Total Expenses	\$ 4,489.38		
	<b><u>Cans for Kids</u></b>	\$ 1,000.00		
	Lunches 655.80			
	Printing 120.57			
	Bigfork bus 227.74		\$1,004.11	