



# State of Minnesota Joint Powers Agreement

SWIFT Contract Number: 240423

PO Number: 3000048347

This Agreement is between the **State of Minnesota, acting through its Commissioner of Agriculture (“State”)** and **Metro Conservation Districts (“Governmental Unit”)**.

## Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The Minnesota Agricultural Water Quality Certification Program (MAWQCP) is offered statewide and the State is in need of a Regional Partner to accomplish this mission. The Metro Conservation Districts have demonstrated its capacity and capabilities to host and manage the MAWQCP for local delivery through partnering with Soil and Water Conservation Districts (SWCD) in the designated geographic region, to gain certification under the MAWQCP.

**The Governmental Unit represents that it is duly qualified and is willing to administrate and cooperate in the performance of these services.**

## Agreement

### 1. Term of Agreement

**1.1** Effective Date: **January 1, 2024**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration Date: **December 31, 2025** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Agreement between the Parties

The Governmental Unit will administer the MAWQCP project in accordance with the duties described and specified in **Exhibit A Plan of Work** and scheduled and delivered as specified in **Exhibit B Budget**, which are attached and incorporated into this agreement.

### 3. Payment

**Governmental Unit** will be paid by the State after the Governmental Unit's presentation of itemize invoices for services performed and the supporting documentation for the invoices and written acceptance of such services by the State's Authorized Representative or the State's Authorized Project Manager pursuant to paragraph 4. Invoices shall be submitted timely and in accordance with **Exhibit B Budget** which is attached and incorporated into this agreement.

Invoices for payment will be sent by the due dates listed in Exhibit B.

Electronic format to: [MDA.Accounts-Payable@state.mn.us](mailto:MDA.Accounts-Payable@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
Finance and Budget Division, Accounts Payable  
625 Robert St N  
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: [MDA.PFMD.Contracts@state.mn.us](mailto:MDA.PFMD.Contracts@state.mn.us)

OR

Hardcopy to: Minnesota Department of Agriculture  
PFMD, Contracts Coordinator  
625 Robert St N  
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed **Fifty-four Thousand Dollars and 00/100 (\$54,000.00)**.

### 4. Authorized Representatives

The State's Authorized Representative responsible for administration and supervision of this agreement is **Brad Jordahl Redlin, MAWQCP Program Manager, Minnesota Department of Agriculture, Pesticide and Fertilizer Management Division, 625 N Robert Street, St. Paul, MN 55155; Phone: 651-201-6489**, or his/her successor, who is authorized to accept the services provided under this agreement.

The State's Authorized Project Manager responsible for communications and daily management is **William Fitzgerald, MAWQCP Field Operations Coordinator, Minnesota Department of Agriculture, Pesticide and Fertilizer Management Division, 625 N Robert Street, St. Paul, MN 55155; Phone: 651-201-6159**, or his/her successor, who is authorized to accept the services provided under this agreement.

The Governmental Unit's Authorized Representative is **Troy Kuphal, Host District Manager, Metro Conservation Districts, 7151 W 190<sup>th</sup> St, # 125, Jordan, MN 55352; Phone: 952-492-5411; Email: [TKuphal@scottswcd.org](mailto:TKuphal@scottswcd.org)**, or his/her successor. If the Authorized Representative changes at any time during this agreement, the Governmental Unit must immediately notify the State.

## **5. Assignment, Amendments, Waiver, and Agreement Complete.**

**5.1** Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

**5.2** Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

**5.3** Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**5.4** Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6. Indemnification.**

**6.1** In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

**6.2** Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

## **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

## **8. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

## **9. Venue**

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 Ramsey County, Minnesota.

## **10. Termination**

**10.1** Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2** Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.



## **Exhibit A**

### **Metro Conservation Districts Plan of work for the Minnesota Agricultural Water Quality Certification Program**

The purpose of this agreement is for **Metro Conservation Districts** to host and manage the Minnesota Agricultural Water Certification Program (MAWQCP), expanding the current base of eligible producers, increasing the number of certified producers, assist program participants in implementing identified improvements and enabling statewide program operations.

#### **Metro Conservation Districts will:**

- Administer regional Minnesota Agricultural Water Quality Certification Program (MAWQCP)
- Manage documentation, reporting and payments to participating Soil and Water Conservation Districts

#### **Regional MAWQCP activities are estimated to be:**

- Coordinate with the Area Certification Specialist to report quarterly to the Minnesota Department of Agriculture (MDA) the activities of the Soil and Water conservation Districts (SWCDs) Partners
- Administer the payment to participating SWCDs and provide MDA quarterly with progress report on activities
- Advise MDA of suggested changes recommended to continually improve program delivery and outcomes

**Costs are detailed in Exhibit B Budget**

**Metro Conservation Districts  
Deliverable Schedule and Budget**

**Exhibit B**

**Administration and Delivery of the Minnesota Agricultural Water Quality Certification Program**

**Objectives - See Exhibit A**

Please Note: The Governmental Unit has the discretion to transfer up to 10% of the funds between categories without approval the State's Authorized Representative or the State's Authorized Project Manager. However the Governmental Unit shall notify the State's Authorized Project Manager as soon as practicable of the transfer. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.

Billing Cycle State Fiscal Year	Calendar Year Quarter	Description of Deliverables	Total	Administration	SWCD Staff Support	Promotion & Incentives	Engineering & Practice Implementation
		Projected Project Start Date is January 01, 2024					
Quarter 3, 2024	Jan-Mar 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2024	6,750	200	5,000	350	1,200
Quarter 4, 2024	Apr-Jun 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due July 30, 2024	6,750	200	5,000	350	1,200
<b>FY24 Total</b>			<b>13,500</b>	<b>400</b>	<b>10,000</b>	<b>700</b>	<b>2,400</b>
Quarter 1, 2025	Jul-Sep 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2024	6,750	200	5,000	350	1,200
Quarter 2, 2025	Oct-Dec 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2025	6,750	200	5,000	350	1,200
Quarter 3, 2025	Jan-Mar 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2025	6,750	200	5,000	350	1,200
Quarter 4, 2025	Apr-Jun 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due July 30, 2025	6,750	200	5,000	350	1,200
<b>FY25 Total</b>			<b>27,000</b>	<b>800</b>	<b>20,000</b>	<b>1,400</b>	<b>4,800</b>
Quarter 1, 2026	Jul-Sep 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2025	6,750	200	5,000	350	1,200
Quarter 2, 2026	Oct-Dec 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2026	6,750	200	5,000	350	1,200
<b>FY26 Total</b>			<b>13,500</b>	<b>400</b>	<b>10,000</b>	<b>700</b>	<b>2,400</b>
<b>All Years</b>			<b>54,000</b>	<b>1,600</b>	<b>40,000</b>	<b>2,800</b>	<b>9,600</b>