



## GREAT RIVER GREENING COOPERATIVE AGREEMENT

**THIS AGREEMENT**, hereinafter referred to as "Agreement", is made December 8, 2021, by and between the **INSPIRATION COMMUNITY ASSOCIATION**, hereinafter referred to as the "Association" and **GREAT RIVER GREENING**, hereinafter referred to as the "GRG".

### RECITALS:

GRG is a non-profit 501(c)(3) conservation organization based in St. Paul, Minnesota organized for the purpose of restoring natural areas and open spaces through community engagement; and

The Minnesota Legislature, under M.L. 2021, First Special Session, Chp. 06, Art. 05, Sec. 02, Subd. 08a, Pollinator Central: Habitat Improvement with Citizen Monitoring, appropriated \$750,000 the second year is from the trust fund to the commissioner of natural resources for an agreement with Great River Greening to restore and enhance approximately 400 acres of pollinator habitat on traditional and nontraditional sites such as roadsides and turf grass from Hastings to St. Cloud to benefit pollinators and build knowledge by engaging approximately 100 citizens in monitoring the impact of habitat improvements. This appropriation is available until June 30, 2025, by which time the project must be completed and final products delivered. Expenditures are limited to the identified project corridor areas as defined in the work plan; and

GRG desires to contribute \$40,000 towards the partnership project; and

the Association desires to contribute a total of \$20,000 towards the partnership project, \$3,000 in cash match and \$17,000 in-kind contracting match; and

The Association seeks to enter into an agreement with GRG for the purpose of detailing partnership contributions and the provision of Technical Services in support of the Inspiration Easement project. With GRG contributing funds from the appropriation to the project, the Association is subject to terms as described in Exhibit A.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the Association and GRG hereby agrees as follows:

### 1. **Compensation and Terms of Payment**

#### a. Compensation

The Parties agree that GRG will complete or arrange for services to be completed under this Agreement. The cost of such services will be funded by joint contributions of the parties.

The Association's contributions/compensation under this agreement shall be \$20,000 in both cash match and in-kind contracting.

GRG shall contribute \$40,000 match to the Association's contribution over the course of the project. After the Association contribution, GRG shall assume fiscal responsibility for all services completed under this agreement. GRG's financial obligation, as set out above, shall be in accordance with the Pollinator Central: Habitat Improvement with Citizen Monitoring M.L. 2021 appropriation, and may be met through actual payment for services to a third party or calculation of the value, on an hourly basis, for "in-kind" services provided.

#### b. Terms of Payment

GRG will invoice the Association on GRG's billing schedule, but not more frequently than monthly, based upon completion or partial completion of work.

### 2. **Condition of Payment**

All services provided by GRG pursuant to this agreement shall be performed to the satisfaction of the Association and its authorized agent, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the Association or its authorized agent to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

### 3. **Scope of Services**

Pollinator Central: Habitat Improvement with Citizen Monitoring

GRG agrees to provide the following list of services for 20 acres of oak savanna and prairie enhancement at the Inspiration Easement:

- Facilitation of non-native species control, native species establishment and installation maintenance with the directly contracted HOA maintenance service provider.
- Preparation and purchase seed mix for the main Zone 1 and adjacent Zone 4 enhancements.
- Planning, public contracting, and coordination of additional habitat enhancement on the woody edge of the savanna Unit 1.
- Conduction pollinator population monitoring through staff and volunteer efforts of both Zone 1 and 4.

The Association agrees to provide the following list of services 20 acres of oak savanna and prairie enhancement at the Inspiration Easement:

- Directly contracting of the non-native prairie species control, native prairie species establishment and installation maintenance of Zone 1.
- Coordination the adjacent Association communication as needed.

The scope of services is further expanded upon in Exhibit B.

GRG agrees to oversee and implement the Project activities as identified in Trust Fund Work Plan. The Association agrees to oversee project for consistency with the Association plans, goals and policies.

4. **Effective Date of Contract**

This agreement shall become effective November 22, 2021.

5. **Term of Contract**

This agreement shall remain in effect until June 10, 2024, or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. **Notices**

The Association shall appoint an authorized agent for the purpose of administration of this agreement. GRG is notified of the authorized agent of the Association as follows:

**Inspiration Community Association**

**Authorized Contact**

Heith Heitkamp

**Address**

6901 E Fish Lake Rd #104  
Maple Grove, MN 55369

**Phone Number**

(360) 910-7161

**Email Address**

heith.heitkamp@inspirationbayport.com

**Great River Greening**

**Authorized Contact**

Rebecca Tucker

**Address**

251 Starkey Street, Suite 2200  
St Paul, MN 55107

**Phone Number**

(651) 272-3982

**Email Address**

rtucker@greatrivergreening.org

7. **Partner and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of GRG relative to this agreement shall be subject to examination by the Association and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by GRG for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Association regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the Association notifies GRG in writing that the records need no longer be kept.

8. **Indemnity**

GRG agrees to defend, indemnify, and hold the Association, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney’s fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the GRG, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

GRG shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by GRG under this agreement. GRG shall, without additional compensation, correct or revise any errors or deficiencies in GRG’s final reports and services.

9. **Insurance**

GRG shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein.

a. **Workers' Compensation**

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:
  - Bodily Injury by Accident: \$100,000 each Accident
  - Bodily Injury by Disease: \$100,000 each Employee
  - Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event GRG is a sole proprietor and has not elected to provide workers' compensation insurance, GRG shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the Association before entering into the agreement.

b. **Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. **Commercial Auto Liability**

Minimum limits of liability shall be:

- If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for
- Bodily Injury \$1,000,000 each occurrence for Property Damage
- If combined single limit: \$1,000,000 per occurrence

10. **Subcontracts**

GRG shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of GRG used to perform any portion of this agreement shall report to and bill GRG directly. GRG shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. **Force Majeure**

The Association and GRG agree that GRG shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of GRG and the Association.

12. **Data Practices**

GRG, its agents, employees, and any subcontractors of GRG, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. GRG understands that it must comply with these provisions as if it were a government entity. GRG agrees to indemnify and hold the Association, its officers, department heads and employees harmless from any claims resulting from the GRG's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

13. **Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to GRG or the Authorized Agent of the Association.

14. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the Association and GRG. GRG is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the Association (DNR, City, County, Private Association). Except as otherwise provided herein, GRG shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due GRG, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of GRG.

15. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to GRG at its address stated herein, and to the authorized agent of the Association at the address stated herein.

16. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County or The Association, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

17. **Successors and Assigns**

The Association and GRG, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the Association nor GRG shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

19. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

20. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

21. **Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein 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 Association and GRG relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**THE INSPIRATION COMMUNITY ASSOCIATION**

BY: 

NAME: Heith Heitkamp

TITLE: Association President

DATE: 1/4/22

**GREAT RIVER GREENING:**

BY: \_\_\_\_\_

NAME: Kateri Routh

TITLE: Interim Executive Director

DATE: 1/3/2021

Grant Manager: RT 12/8/2021

Director of Operations: TR 10/28/2021

Director of Finance: KR 12/8/2021

## **EXHIBIT A: TERMS OF 'Pollinator Central: Habitat Improvement with Citizen Monitoring' M.L. 2021 APPROPRIATION**

THIS AGREEMENT is made between Great River Greening (Minnesota Environment and Natural Resources Trust Fund Recipient); and the Inspiration Community Association (Association).

### **1.0 GENERAL CONDITIONS**

#### **1.1 COMPLIANCE**

The Association acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Association is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

#### **1.2 ACCESS**

The Association agrees to allow GRG, the Legislative-Citizen Commission on Minnesota Resources (LCCMR), and associates access to the Association's site and Association's activities for evaluation and promotion of the project. Access will be at reasonable times and with sufficient prior notification and will extend ten (10) years beyond the project completion date.

### **2.0 PROJECT**

#### **2.1 CONTRIBUTIONS**

GRG's and Association's contributions must be for actual and direct costs for the Project Work. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Association(s) terminates the Agreement before its expiration, then the Association(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund prior to final termination for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement. For these purposes the total cost of the habitat restoration projects to the Minnesota Environment and Natural Resources Trust Fund are agreed to be \$40,000.

#### **2.2 ACKNOWLEDGMENTS**

The Association agrees to acknowledge the Trust Fund's financial support for this Work in any statement, press release, bid solicitation, project publications, and other public communications and outreach related to the work completed using the Trust Fund appropriation. The acknowledgement will contain the following language and/or logo(s):

(Partial) funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Association agrees to maintain signs installed by GRG at the project site that includes this logo, and will include it in permanent signage installed by Association.

#### **2.3 ECOLOGICAL AND RESTORATION MANAGEMENT PLAN**

For all restorations conducted with money appropriated under this section, GRG must prepare an ecological restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species native to Minnesota, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and take advantage of the best available science and include innovative techniques to achieve the best restoration. The plan and its implementation will follow the current version of Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines (<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version).

#### **2.4 RESTORATION EVALUATION**

GRG must provide an initial restoration evaluation to LCCMR at the completion of the appropriation and an evaluation three years beyond the completion of the expenditure. Restorations must be evaluated relative to the stated goals and standards in the restoration plan, current science, and, when applicable, the Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines. The evaluation shall determine whether the restorations are meeting planned goals, identify any problems with the implementation of the restorations, and, if

necessary, give recommendations on improving restorations. The evaluation shall be focused on improving future restorations.

## **2.5 LONG TERM RESTORATION**

The Association acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The Association agrees to maintain restoration for a minimum of 10 years. The Recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

If the Association(s) should fail to maintain the habitat restoration for 10 years, then the Association(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

## **2.6 PROTECTED LAND**

Association testifies that the restoration project is on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15; and will provide reasonable written documentation of such protection.

## **2.7 CONTRACTING**

Association understands that GRG must give consideration to Conservation Corps Minnesota or its successor for sub-contract restoration and enhancement services.

## **2.8 RESTORATION AND ENHANCEMENT GUIDELINES**

Recipient and Association practices shall comply in every respect with:

DNR Pollinator Best Management Practices and Habitat Restoration Guidelines

([http://files.dnr.state.mn.us/natural\\_resources/npc/2014\\_draft\\_pollinator\\_bmp\\_guidelines.pdf](http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf)); and

Minnesota Board of Water & Soil Resources' Native Vegetation Establishment and Enhancement Guidelines

(<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version)

MN-DNR Operational Order #113 Invasive Species

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf))

MN-DNR Operational Order #59 Pesticide and Pest Control

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_59.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf));

MN-DNR Division of Fish and Wildlife Pest and Pest Control Guidelines

([http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw\\_pest.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw_pest.pdf));

These guidelines apply to planning and implementation.

## EXHIBIT B: SCOPE OF SERVICES

### GOAL

20 acres of oak savanna and prairie habitat enhancement and pollinator habitat establishment at the Inspiration Easement.

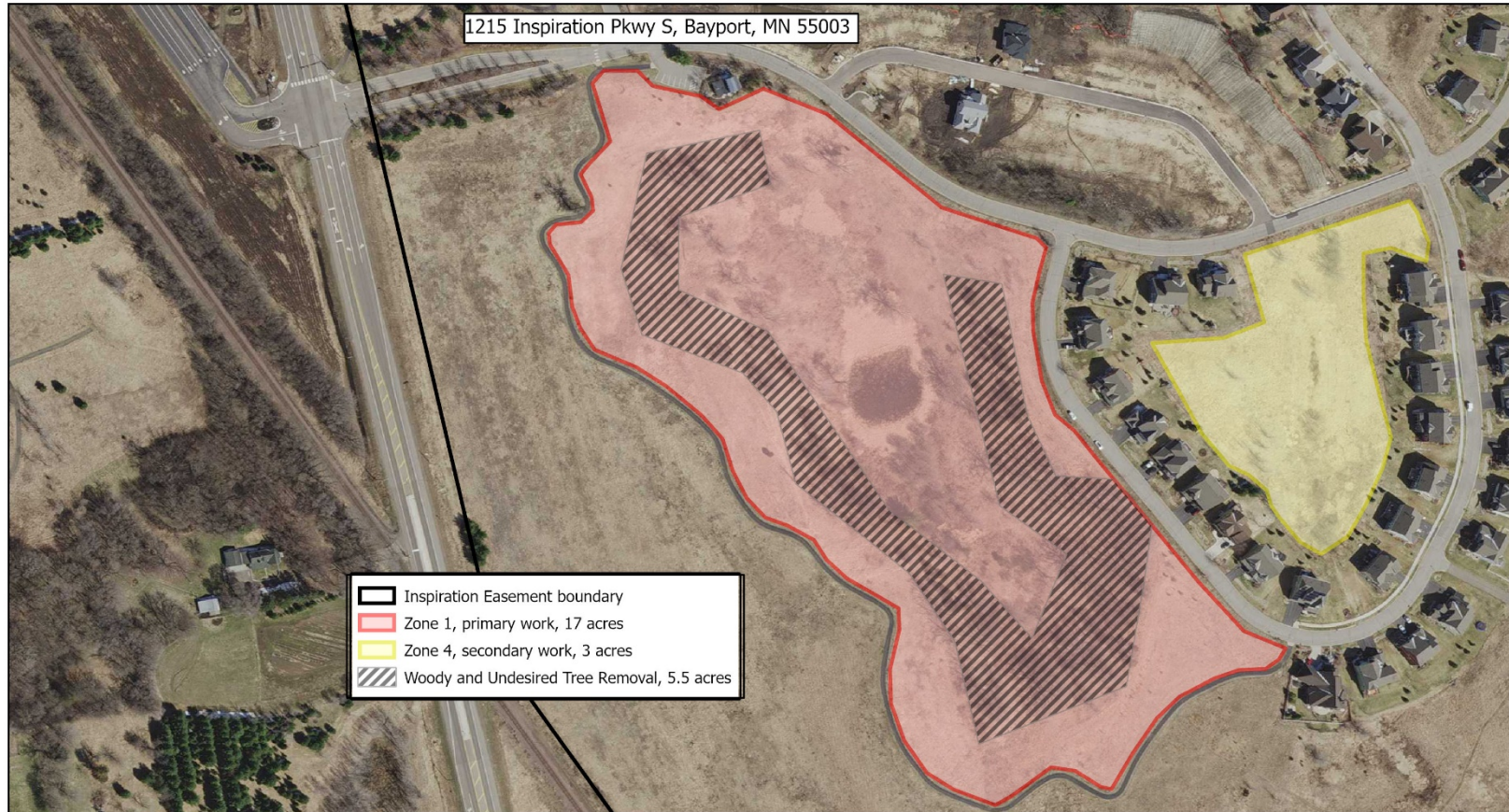
### OBJECTIVES

1. Plan the control of non-native and invasive grass and forb species on 17 acres of oak savanna habitat to prepare for native prairie species establishment.
2. Facilitate overseeding on 3 acres of established prairie to increase native blooming forb diversity.
3. Release, award, and manage contracting of work for woody invasive and unwanted tree removal to facilitate oak savanna habitat enhancement.
4. Develop species list and purchase seed for planting and overseeding.
5. Coordinate Inspiration Community Association in-kind contracting on the site preparation, planting, and maintenance on oak savanna habitat.
6. Oversee pollinator population monitoring and volunteer events supporting that effort.
7. Manage grant financing, communications, and reporting for the Environment and Natural Resources Trust Fund.

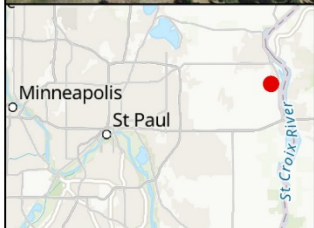
### TIMELINE

- Fall 2021 –
  - Finalize cooperative agreement.
- Winter 2021 / 2022 –
  - Develop / release RFP and award contract for woody invasive species removal and selective tree removal in Zone 1.
  - Contracted woody invasive species removal and woody removal of Zone 1.
- Spring 2022 –
  - Potential hand seeding of Zone 4.
  - HOA contracted site preparation of Zone 1.
  - Initial site assessment for pollinator monitoring of Zones 1 and 4.
- Summer 2022 –
  - HOA contracted site preparation of Zone 1.
  - Pollinator monitoring on Zones 1 and 4.
- Fall 2022 –
  - Contracted woody invasive species follow up in Zone 1.
  - HOA contracted site preparation and seeding of Zone 1.
  - Develop and purchase seed for Zone 1.
  - Pollinator monitoring on Zones 1 and 4.
- Winter 2022/2023 –
  - Potential hand seeding of Zone 4.
- Spring / Summer 2023 –
  - HOA contracted follow up invasive herbiciding / mowing of Zone 1.
  - Pollinator monitoring on Zones 1 and 4.
- Fall 2023 –
  - Pollinator monitoring on Zones 1 and 4.
- Spring 2024 –
  - Final pollinator monitoring on Zones 1 and 4.





- Inspiration Easement boundary
- Zone 1, primary work, 17 acres
- Zone 4, secondary work, 3 acres
- Woody and Undesired Tree Removal, 5.5 acres



# PC107, Inspiration Easement



2021

