

MEMORANDUM
Comfort Lake-Forest Lake Watershed District

To: Board of Managers

Date: April 26, 2019

From: Mike Kinney

Subject: Warner Nature Center

Background/Discussion

Over the past few years, the District has partnered with Warner Nature Center, Brown's Creek Watershed District, and Carnelian-Marine-St. Croix Watershed District to reach out to area schools within our districts for water resource focused education through classroom visits, bus scholarships to schools to transport students for participation in natural history field trips to Warner Nature Center, and support materials for these programs. Enclosed with this memo is a proposed agreement for services in years 2019 and 2020.

Recommended Action

Proposed Motion: Manager _____ moves to authorize the Administrator to enter into a contract with Warner Nature Center for education and outreach services, in an amount not to exceed \$5,000. Seconded by Manager _____.

Attachment: Warner Nature Center 2019-2020 Agreement

AGREEMENT BETWEEN

Brown's Creek Watershed District, Comfort Lake-Forest Lake Watershed District, Carnelian Marine-St. Croix Watershed District, and the Lee and Rose Warner Nature Center

A. PARTIES

This Agreement is made and entered into by Brown's Creek Watershed District, Comfort Lake-Forest Lake Watershed District, and Carnelian-Marine-St. Croix Watershed District, hereinafter referred to as the **Watershed District(s)**, and the Lee and Rose Warner Nature Center, hereinafter referred to individually as **Warner**, In consideration of the terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, the Watershed Districts and Warner agree as follows:

B. PURPOSE

WHEREAS, the WATERSHED DISTRICTS and WARNER have a common objective of educating the citizens of the Twin Cities east metro area about water resources, stormwater, and groundwater management in order to improve public understanding and water quality; and

WHEREAS, WATERSHED DISTRICTS have identified a need for education assistance; and

WHEREAS, watershed organizations in Washington County have education components in their respective watershed management plans; and

WHEREAS, the WATERSHED DISTRICTS agree it is in its best interest to define their respective responsibilities and obligations; and

WHEREAS, the WATERSHED DISTRICTS have agreed that collaborative efforts are needed to more effectively and efficiently deliver water resource education; and

WHEREAS, the WATERSHED DISTRICTS request assistance from WARNER to implement the educational programs dealing with the concept of watershed and watershed related principals; and

WHEREAS, WARNER is authorized to enter agreements to provide such assistance;

NOW, THEREFORE, the WATERSHED DISTRICTS and WARNER agree as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2019 to December 31, 2020 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the purpose and program goals of this collaboration and partnership, the Watershed Districts may become a party to this agreement with Warner by signing the Signature Page at the end of this Agreement. Each Watershed District will be represented in this agreement by its respective Administrator. The Administrators and Warner will meet as needed to insure that the purpose and goals of the agreement are executed, including the preparation of an Annual Work Plan, Annual Budget, and Annual Report.

E. SCOPE OF SERVICES

Warner will perform for the Watershed Districts the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for each Watershed District are defined in the Annual Work Plan as described in Exhibit A.

F. COST

In full consideration for services under this agreement, each Watershed District shall provide its portion of the annual costs to Warner in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit A. A Watershed District's annual contribution may be increased or decreased from the amount stated in the Signature Page at the end of the Agreement only with approval of the other Watershed Districts.

In the case that overall contributions of funding from all of the Watershed Districts exceeds the budget in Exhibit A by less than 20%, the excess contributions will be used to fund additional educational materials or support staff for Warner. Once the revised overall funding contribution from all of the Watershed Districts exceeds the budget in Exhibit A by 20%, the Watershed Districts have the option of having their proportional amount of the excess budget refunded or can direct the funds to be used for other activities.

G. FUNDING STRUCTURE

Each Watershed District will make annual contributions in accordance with the funding structure presented in Exhibit A.

As shown in Exhibit A, Watershed District contributions will be reviewed and adjusted on an annual basis, as negotiated.

H. PAYMENTS

1. The respective cost negotiated for services is presented in Exhibit A. Payments will be made as annual lump sums unless negotiated otherwise. Warner will submit invoices to each watershed district at the end of the school year or as required for negotiated partial year payments. The total annual cost will not exceed \$5,000, but is subject to renegotiation in accordance with paragraphs F and O of this document.

2. Office supplies, in-house reproduction expenses, and transportation are included in the service costs.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, Warner agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, sexual orientation, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

Warner shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Warner's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. Warner agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

Warner will:

1. Maintain for a minimum of six (6) years records that reflect all revenues, costs incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices which are relevant to the contract.
3. Warner will provide an annual report of the schools served within each watershed district. That report will be attached to the invoice for the period in question. Warner staff will make annual presentations to the respective boards as requested.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each Watershed District and Warner will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The Watershed Districts agree to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statute or common law defense, immunity or limit on liability any Watershed District or Warner may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Warner as the agent, representative, or employee of the Watershed Districts for any purpose or in any manner whatsoever. Warner is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Warner represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Warner or other person, while engaged in the performance of any work or services required by Warner under this Agreement, shall have no contractual relationship with the Watershed Districts and shall not be considered employees of the Watershed Districts. Warner will be responsible for maintaining its own insurance coverage as part of its normal operations. Warner will independently coordinate program scheduling with the schools. All transportation to and from Warner for programming is the sole responsibility of the schools. Warner is responsible for the guidance and supervision of the students and other program participants while on Warner property.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of Warner and the Watershed Districts shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by Warner and the Watershed Districts and will continue until terminated. The Agreement will commence with respect to each Watershed District on that Watershed District's execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to Warner prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating Watershed District. Warner will promptly notify all Watershed Districts of any individual Watershed District's termination. Termination by any one Watershed District will not constitute the termination of this Agreement. If Warner determines that Watershed District termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, Warner will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the Warner will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each Watershed District.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of Warner or a Watershed District used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of Warner and the Watershed Districts providing the property. Warner and Watershed Districts shall jointly own and each party has the individual right to use, sell, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by Warner, such as educational program equipment, office equipment, and computers, shall remain the property of the Warner.

**Comfort Lake-Forest Lake Watershed District and
the Lee and Rose Warner Nature Center**

Contractor:

Lee and Rose Warner Nature Center
15375 Norell Avenue North
Marine on St. Croix, MN 55047
Attn: Vikki Getchell

Watershed District:

Comfort Lake-Forest Lake Watershed District
44 Lake Street South, Suite A
Forest Lake, MN 55025
Attn: Mike Kinney

Annual Contribution Amount: not to exceed \$5,000 or as prorated for partial years

Contract start date: January 1, 2019

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

Comfort Lake-Forest Lake
Watershed District

Lee and Rose Warner Nature Center

BY: _____
Date

DocuSigned by: 4/17/2019
BY: Alison Brown
02897BE9233141F... Date
chief Executive Officer

Title

Title

Approval as to form and function:

BY: _____
Date

Title



WNC-Comfort Lake Forest Lake Watershed District Contract: 2019-2020

2019 & 2020 EXPECTED COSTS

WNC will reach out to the following schools for natural history field trips to Warner Nature Center. Bus scholarships for each school, as well as any scheduled classroom outreach visits to the classrooms, will be determined by teacher interest.

The total amount to be reimbursed each fiscal (calendar) year will not exceed \$5,000 per year. Billing will reflect actual programs and bus scholarships disbursed.

SCHOOL	GRADE (Classes)	FIELD TRIP BUS COSTS	OUTREACH COSTS	TOTAL POTENTIAL
Forest Lake	5 th (2)	\$300x2=\$600	\$200x2=\$400	\$1,000
North Lakes Academy	5 th (1)	\$300x1=\$300	\$200x1=\$200	\$500
Forest View	3 rd (4)	\$300x2=\$600	\$200x4=\$800	\$1,400
Central Montessori	4 th -6 th (2)	\$300x2=\$600	\$200x2=\$400	\$1,000
Wyoming	5 th (3)	\$300x2=\$600	\$200x3=\$600	\$1,200
Lakes Intl Lang Acad	3 rd -6 th (2)	\$300x2=\$600	\$200x2=\$400	\$1,000
St. Peter's Catholic	3 rd -6 th (2)	\$300x2=\$600	\$200x2=\$400	\$1,000

WNC staff also have ongoing needs for replacement monitoring equipment, classroom visuals, and interpretive signage in wetland habitats. WNC staff will first disburse any bus scholarships and classroom outreach sponsorship before expensing equipment or signage expenses, not to exceed a total cost of \$5,000 annually.

EXHIBIT B**WNC-Brown's Creek Watershed District Costs: 2018****2018 ACTUAL COSTS [\$2,342.50]**

School	Field Trip Dates	Class [Grade]	# buses	Cost
OH Anderson	9/17-20/18	Aquatic Ecology [5 th]	4	\$899.04
Rutherford	5/17-18/18	Aquatic Ecology [3 rd]	2	\$504.88
Stonebridge	4/16-17/18	Weather [1 st]	2	\$336.58
			TOTAL COST	\$1,740.50

Equipment	Purpose/Use	Cost
Cheyenne Manufacturing: dock cart	Transfer supplies to lake for classes	\$602.00
		TOTAL COST
		\$602.00

WNC purchased a new dock cart in 2018 to transfer aquatic tubs, dip nets, magnifying lenses, and identification field guides from the Lakeside Pavilion classroom to the lake. This cart will be used for students visiting WNC in future years for Aquatic Ecology classes.

WNC-Comfort Lake Forest Lake Watershed District Costs: 2018**2018 ACTUAL COSTS [\$2,576.50]**

School	Field Trip Dates	Class [Grade]	# buses	Cost
Forest Lake	10/2+10/18	Aquatic Ecology [5 th]	2	\$788.00
St. Peter's Catholic	10/3/18	Aquatic Ecology [4 th & 5 th]	1	\$388.50
			TOTAL COST	\$1,176.50

School - Classroom Outreach	Classroom Grade	# outreach visits	Cost
Forest Lake	5 th	5	\$1,000.00
St. Peter's Catholic	4 th -5 th	2	\$400.00
		TOTAL COST	\$1,400.00

WNC-Carnelian-Marine-St. Croix Watershed District Costs: 2018

2018 ACTUAL COSTS [\$ 2130.76]

School	Field Trip Dates	Class [Grade]	# buses	Cost
River Grove	5/4/18	Aquatic Ecology [3 rd]	1	\$252.50
River Grove	10/31/18	Wetland Ecology [4 th]	1	\$71.00*
			TOTAL COST	323.50

* The 10/31/18 bus cost is significantly lower as River Grove purchased their own bus. This expense and all future bus costs for River Grove will only reflect the driver pay, administrative costs, and fuel costs.

School - Classroom Outreach	Classroom Grade	# outreach visits	Cost
River Grove	3 rd	2	\$400.00
River Grove	4 th	2	\$400.00
River Grove	6 th	1	\$200.00
		TOTAL COST	\$1,000.00

Equipment	Purpose/Use	Cost	
Cheyenne Manufacturing	Cart to transfer supplies to pond/bog for classes	\$602.00	
Anemometer & infrared thermometers (4)	Use equipment in Weather bags and a variety of natural history classes throughout the year	\$97.53	
Invertebrate Extendable Net	Purchased for aquatic programs	\$34.90	
Nasco Laboratory Trays (4)	Trays for sorting macroinvertebrates	\$72.83	
		TOTAL COST	\$807.26

During 2018, WNC purchased equipment to support our aquatic ecology, wetland ecology, and weather classes. WNC also purchased a new dock cart in 2018 to transfer aquatic equipment from the building to the pond and bog near the building. This cart will be used for students and visitors of all ages visiting WNC in future years for classes.