



DATE: January 6, 2022

TO: Minnesota SWCD Supervisors

FROM: LeAnn Buck, MASWCD Executive Director
John Jaschke, BWSR Executive Director

SUBJECT: Know and Understand Your Election Options

It is important for all SWCD supervisors to know and understand the options by which they can be elected. SWCD boards are encouraged to set aside time during a local board meeting this winter to have a candid discussion of these election options. The board discussion should lead to adoption of a motion or a resolution to either maintain the current election framework or to put in place a schedule to adopt the authorized option. This is an important decision and SWCDs are encouraged to post the topic prominently on the district website (and other forms of outreach) and invite local constituents and partners to provide feedback prior to the local board discussion.

Briefly, the options are as follows:

Option 1

(Supervisors elected *at large* – Minnesota Statute 103C.311 subd. 1) provides for the establishment of nominating districts that determine who will be on the general election ballot for vote by the general electorate of the county. These nominating districts have historically reflected the natural resource diversity of the county. They have not been focused on the distribution of population, but on distribution of supervisors geographically across the county so board members have a better chance at being physically closer to and personally aware of the natural resource issues across the county. Under this option, all eligible voters within the county may vote for all SWCD supervisors.

Option 2

(Supervisors elected *by districts* – Minnesota Statute 103C.311 subd. 2) provides discretionary authority for SWCDs (mandatory for SWCDs in the 7-county metro area), with the approval of the Board of Water and Soil Resources, to change from the current countywide election of supervisors to election by a nominating district. If an SWCD chooses to move to election by a district, the district boundaries must be drawn by the county board, in consultation with the SWCD board and then with approval by BWSR. The boundaries need to be compact, include only contiguous territory, and be substantially equal in population, and therefore reviewed after each decennial federal census. This option allows the number of supervisors to be greater than five in counties with more than five county commissioner districts, such as Dakota, Ramsey, Hennepin, and St. Louis. This option tends to reflect the distribution of the population.

If an SWCD board decides to change its local election process, supervisors will need to adopt a local board resolution and forward it to the BWSR board by March 1 for their consideration. Once the BWSR board reviews and adopts the change, the local SWCD will need to work with the district's county auditor toward implementing the change. In order for any changes to be in effect for the 2022 election, you will need to complete your work with county election officials well before the 2022 filing period. The filing period is May 17 – May 30.

For additional information please review the [SWCD Operational Handbook \(section on SWCD Board of Supervisors\)](#), contact your BWSR Board Conservationist and your county elections officials. The BWSR staff will be available to attend your board meeting if you so desire.

Thank you.



6.c

OPEN PUBLIC MEETING NOTICE

The 2024 Regular Board Meetings of the Mille Lacs Soil & Water Conservation District (SWCD) will generally be held at **6:00 p.m.** on the **second Wednesday** of each month unless otherwise posted.

Meetings will be held at the Mille Lacs County **Historical Courthouse**, 635 2nd Street SE in Milaca. During the public health emergency, a remote video or teleconference option will be provided.

DATES AND TIMES ARE AS FOLLOWS UNLESS OTHERWISE POSTED

February 14th

March 13th

April 10th

May 8th

June 12th

July 10th

August 13th (moved to Tuesday)

September 11th

October 10th (moved to Thursday)

November 13th

December 11th

January 8, 2025

Meeting information will be posted on the Mille Lacs SWCD website
www.millelacsSWCD.org.

Lynn Gallice January 2024 Projects Update

WBIF Implementation

Staff have been working to apply for additional WBIF Funds for 320 linear feet of shoreline restoration and/or protection on Mille Lacs Lake. These projects will include a 20 ft shoreline restoration for a landowner identified during Project Development for DIY No-Mow Buffer project from previous WBIF request. Additional projects may include establishment of native plant buffers in place of turfgrass and restoration of eroding shorelines. Projects may be identified from Aitkin SWCD drone survey of Mille Lacs Lake shoreline. Project Development funds and Technical and Engineering Funds will also be applied for. Project development will target shoreline on Mille Lacs Lake in Isle Harbor and East Side Township. These townships are mainly small, privately owned parcels. The shoreline on these parcels has exhibited erosion, many parcels have a bluff at the shoreline and many landowners in these townships have shown interest in site visits in the past. Staff will also work with the Mille Lacs Lake Watershed Management Group to connect with landowners interested in shoreline improvements. This work will include attending Healthy Land Healthy Lake events sponsored by the MLLWMG in order to meet interested landowners. The timeline on these projects is 2024-2025.

Staff is also working on amendments to the Statements of Work concerning the City of Wahkon stormwater control project that was cancelled.

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

Staff are applying for funds to assist this homeowner with a shoreline restoration on Mille Lacs Lake.



Irrigation Conservation Partnership Grant

Mitch Janson from East Otter Tail SWCD, one of the partner agencies on this project, was approved to sign the Conservation Practice Assistance Contract. All authorized signatures are now on the contract and work can begin on the project.

MDH Groundwater Protection Initiative Accelerated Implementation Grant (Free Well Water Testing)

SWCD staff have partnered with Mille Lacs County Public Health staff to send out post cards to WIC families in the target area. The post cards explain the importance of testing well water and offer a free kit that will test for Coliform Bacteria, Nitrate, Arsenic, Lead and Manganese.

FREE WELL WATER TESTING

Some well water may have contaminants in it that can make children and babies sick or harm their development. The only way to know if your well water is safe for the children in your care is to have it tested.

The Mille Lacs SWCD is offering **FREE** water testing kits that will test for Coliform bacteria, Nitrate, Arsenic, Lead and Manganese. These free test kits can be picked up at the SWCD office in the lower level of the Mille Lacs County Courthouse at 635 2nd St. SE in Milaca. You will need to follow the directions in the test kit and drop off the water samples at Water Laboratories Inc., in Elk River. The SWCD will call you with your test results and explain what the results mean.

The Mille Lacs Soil and Water Conservation District is offering free well water testing for Coliform bacteria, Nitrate, Arsenic, Lead and Manganese. Pick up a free test kit at the SWCD Office at the Mille Lacs County Courthouse.

Call for more information:

Lynn Gallice
Mille Lacs SWCD
320-983-2160
lynn.gallice@millelacs.mn.us

Mille Lacs SWCD
635 2nd St. SE
Milaca, MN 56353

*Post cards sent to WIC families in
target areas around Milaca, Pease,
Bock, Foreston, Princeton.*

TREASURER'S MONTHLY REPORT MILLE LACS SWCD				
12/31/2023				
PROGRAM SUMMARY				
PROGRAM	Beginning Balance	Receipts	Disbursement	End of Month Balance
Operating Funds				
County	\$ (0.00)	\$ -	\$ -	\$ (0.00)
District	\$ 248,508.31	\$ 80,949.49	\$ 47,545.11	\$ 281,912.69
SUBTOTALS	\$ 248,508.31	\$ 80,949.49	\$ 47,545.11	\$ 281,912.69
Program Funds				
BWSR Buffer Law FY23	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
BWSR Buffer Law FY24	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
BWSR CWF Snake 1W1P FY20	\$ (0.34)	\$ -	\$ -	\$ (0.34)
BWSR CWF Well Sealing FY23	\$ 11,947.50	\$ -	\$ -	\$ 11,947.50
BWSR Conservation Contracts FY24 (previously known as SCS)	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
BWSR Conservation Contract FY25 (previously known as SCS)	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
BWSR Conservation Delivery FY23	\$ 14,100.61	\$ -	\$ -	\$ 14,100.61
BWSR Conservation Delivery FY24	\$ -	\$ 18,868.00	\$ -	\$ 18,868.00
BWSR Local Capacity Grant FY22	\$ 33,840.17	\$ -	\$ -	\$ 33,840.17
BWSR Local Capacity Grant FY23	\$ 124,150.00	\$ -	\$ -	\$ 124,150.00
BWSR Soil Health Cost Share Grant FY23	\$ 14,175.00	\$ -	\$ -	\$ 14,175.00
BWSR State Cost Share Base Grant FY23	\$ 6,944.00	\$ -	\$ -	\$ 6,944.00
NRBG - WCA FY23	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
SUBTOTALS	\$ 218,656.94	\$ 67,736.00	\$ -	\$ 286,392.94
				TOTAL FUNDS \$ 568,305.63
DISTRIBUTION OF FUNDS				
Bank Account Summary				
First National Checking	\$ 131,092.75	\$ 148,585.94	\$ 47,545.11	\$ 232,133.58
First National Savings	\$ 231,688.40	\$ 58.08	\$ -	\$ 231,746.48
Neighborhood Bank	\$ 104,384.10	\$ 41.47	\$ -	\$ 104,425.57
\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTALS	\$ 467,165.25	\$ 148,685.49	\$ 47,545.11	\$ 568,305.63
				TOTAL FUNDS \$ 568,305.63

**Agreement for Services
LCCMR Pilot Tree Planting Project (Mille Lacs SWCD Fiscal Lead)
Isanti Soil and Water Conservation District
Rum Watershed
BWSR Grant Id# 2022-260**

This Agreement, made and entered into this day 01/10/2024 between the Mille Lacs County Soil and Water Conservation District (hereafter called the Mille Lacs SWCD) and the Isanti Soil and Water Conservation District (hereafter called the ISWCD).

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, agree as follows:

The Mille Lacs SWCD acting as the fiscal agent for the LCCMR Pilot Tree Planting Project Grant, Rum Watershed, has entered into a grant agreement with Minnesota Board of Water and Soil Resource (BWSR) for grant funding from the Minnesota Legislative-Citizen Commission on Minnesota Resources (LCCMR). This funding allows collaborating local governments to implement activities related to accelerating tree planting; target watershed protection; and strategic landowner outreach, technical assistance, education/training and coordinate activities as identified in our BWSR approved grant workplan.

The Local Forestry Team, project partners, has reviewed and discussed the approved budget and workplan and support the distribution of grant funds as follows. The Mille Lacs SWCD will distribute up to \$1,500 to the ISWCD for their efforts as described below.

Activity / Task	Amount
Activity 1 – Implementation	
<i>Task 1 – Equipment.</i> Grant funds to purchase site prep equipment.	\$500
<i>Task 2 - Seedling Stock.</i> Coordinate and develop a seedling tree projection “report” with local partners. Share with private/public nurseries.	
<i>Task 3 – Cost Share for Tree Planting.</i> Work with project partners and DNR Forestry to implement the cost share funding for this project (\$300,000 has been set aside in the DNR PFM Cost Share Program).	See Activity 3, Task 5
Activity 2 – Watershed Protection	
<i>Task 1 - RIM.</i> Coordinate purchase of LCCMR RIM conservation easements (\$463,333 has been set aside in the BWSR RIM Program).	See Activity 3, Task 5
<i>Task 2 - SFIA.</i> Coordinate the enrollment of private lands into the SFIA program with DNR Forestry (funding has been set aside with the MN Department of Revenue).	See Activity 3, Task 5

Activity 3 – Project Coordination	
<i>Task 1 - Watershed Coordination (LFTs).</i> Support the coordination and implementation of this pilot project by participating on the Local Forestry Team (LFT). Provide project updates, help develop and maintain project coordination documents, provide input on project priorities, and support other participating partners on the project.	
<i>Task 2 - Capacity Assessment.</i> Assist in developing the report to assess tree planting and forestry capacity in the watershed. Assist in developing the service provider directory.	
<i>Task 3 – Service Provider Training.</i> Assist in developing 2 PFM plan writer workshops. Support efforts to getting the right trees, planted on the right sites, through the best practices.	
<i>Task 4 – Strategic Landowner Outreach.</i> Assist in using priorities from the Rum 1W1P Comprehensive Plan and Landscape Stewardship Plan to target priority open land/reforestation parcels. Support the use of the US Forest Service landowner outreach tools and methods (Tools for Engaging Landowners Effectively.	\$1,000
<i>Task 5 - Technical Assistance.</i> Work with DNR Forestry, partnering SWCDs, and consulting foresters to help landowners develop forest stewardship plans, practice plans, planting verification, promote and administer the SFIA and conservation easements programs, implement cost share practices, plant trees, and verify work.	
<i>Task 6 – Youth Mentoring.</i> Assist the LFT in convening 2 workshops in high schools or technical colleges to promote tree planting jobs, benefits of sustainable forestry and work/career opportunities, recruit for MCC.	
<i>Task 7 – Accomplishment reporting/Project Evaluation.</i> Assist the Mille Lacs SWCD and BWSR staff in developing progress and final reports, project evaluation. Assist in developing specific recommendations for accelerating tree planting on watershed basis.	
Total Budget	1,500

The Isanti SWCD agrees to:

- a. Coordinate and complete the activities as identified in the activity table above.
- b. Invoice Mille Lacs SWCD on a quarterly basis, with required documentation, on the use of funds, including staff time, and project accomplishments and outcomes.

The Mille Lacs SWCD will:

- a. Reimburse ISWCD for invoiced activities in a timely manner.
- b. Provide quarterly reports on grant related expenses to project partners.
- c. Coordinate and complete grant related reports as required in the grant agreement.

FURTHERMORE, Mille Lacs SWCD and ISWCD agree:

- To hold each other harmless from independent acts in the performance of the specific services of each, and that each is responsible for its own acts, deeds, negligence, omissions, and malfeasance.
- That any terms of this contract may be revised by mutual, written agreement of the parties in consultation with the Rum Watershed Local Forestry Team.
- That this contract shall be in effect on the date that both parties have signed and will terminate on May 1, 2025.

In Witness Whereof, the parties listed below under and have agreed to the terms outlined in this Agreement for Services.

For Mille Lacs SWCD

_____ Date

Printed Name: Susan Shaw, District Administrator

For Isanti SWCD

_____ Date

Printed Name: _____

Work Order No.: **48-23-W099**
 SWIFT Contract No.: 239475
 Purchase Order No.: 3000016808

**STATE OF MINNESOTA
 PROFESSIONAL AND TECHNICAL SERVICES
 WORK ORDER CONTRACT**

9.d.i

This Work Order Contract is between the State of Minnesota, acting through its **Board of Water and Soil Resources** ("State" or "BWSR") and **Mille Lacs Soil and Water Conservation District** ("Local Government Unit" or "LGU" or "SWCD"). This Work Order Contract is issued under the authority of Master Joint Powers Agreement (MJPA) T-Number 219PA-183863, SWIFT Number 239475, and is subject to all provisions of the MJPA which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 ***Effective date: November 1, 2023***, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

The SWCD must not begin work under this Work Order Contract until it is fully executed and the SWCD has been notified by the State's Authorized Representative to begin the work.

1.2 ***Expiration date: June 30, 2025***, or until all obligations have been satisfactorily fulfilled.

2 SWCD's Duties

Easement Delivery

Market the programs. Attend training sessions. Assist landowners in completing applications for funding of easement. Conduct screening committee meetings (when applicable). Perform on-site investigations and surveys. Perform courthouse searches (when required). Conduct regularly scheduled inspections of completed easements. Report on findings, and perform corrective actions and associated enforcement as described in program guidance.

Phase 1: Funded application through receipt of title commitment

Obtain landowner signatures on the Reinvest in Minnesota (RIM) Agreement for Conservation Easement and forward to the State. Assemble Agreement Package and send to BWSR. Order legal boundary survey, if necessary. Hire, direct and pay for services provided by title agent. Receive and review title commitment and associated documents. Coordinate with landowner to ensure objectionable exceptions appearing on the title commitment are cleared to the satisfaction of the State.

Phase 2: Title clearing through recording of RIM Conservation Easement and implementation of conservation plan

Complete field inventory and evaluation. Develop conservation plan with landowner. Develop seeding and maintenance plan as necessary. Obtain landowner signatures on the RIM Conservation Easement. Coordinate with landowner to ensure delivery of updated abstracts to the title agent. Deliver signed original easement to the title agent, provide instruction to title agent regarding gap check and recording. Receive and review title policies from title agent. Pay title agents and submit documentation to the State for reimbursement. Install boundary posts and signs. Complete and submit applicable forms for conservation plan payment. Provide conservation plan implementation assistance to landowner. Complete field inspections as necessary.

Wetland Restoration General Duties

Review of available maps, photos and other pertinent resources. Coordinate project review/needs with cooperators, other agencies and local government units. Assist cooperator with securing all required project permits, permissions, and authorizations. Assist cooperator with contractor bidding and selection.

Wetland Restoration Optional Technical Assistance Duties

Perform/assist with on-site data collection, surveying, geotechnical investigations, assessments of drainage and watershed areas. Project design. Perform or assist with construction staking and layout. Perform or assist with construction oversight and observation. Perform or assist with project close out and preparation of construction as-builts.

3 Consideration and Payment

3.1 **Consideration.** The State will pay for all services performed by the SWCD under this Work Order Contract as follows:

(A) **Compensation.** The SWCD will be paid up to **\$850.00 for Easement Delivery: easement numbers listed on final pages of the work order**

(B) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the SWCD under this Work Order Contract will not exceed **\$850.00**.

3.2 **Invoices.** The SWCD will prepare and submit invoices for easement acquisition payment using the State's invoice template (Exhibit B, available on BWSR's website) for the services actually performed. The State will promptly pay the SWCD upon receipt and approval by the State's Authorized Representative. A work order is necessary, but an invoice is not necessary for Easement Delivery payment. **Invoices will be accepted only during the months of February, May, August and November of each year during the life of the contract.**

4 Project Managers

The State's Project Manager is Sharon Doucette at 651-539-2567. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

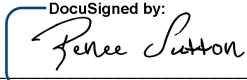
The SWCD's Authorized Representative is Susan Shaw, or their successor. If the SWCD's Authorized Representative changes at any time during this Work Order Contract, the SWCD must immediately notify the State.

5 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, SWCD certifies that as of the date of services performed on behalf of the State, SWCD 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. SWCD is responsible for collecting all SWCD certifications and may do so utilizing the E-Verify SWCD Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All SWCD certifications must be kept on file with SWCD and made available to the State upon request.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed:  _____
79E17650DE594A5...

Date: 12/20/2023

SWIFT Contract No. 239475; P.O. No. 3000016808

3. BOARD OF WATER AND SOIL RESOURCES

By: _____
(with delegated authority)

Title: Easement Section Manager

Date: _____

2. MILLE LACS SOIL AND WATER CONSERVATION DISTRICT

By: _____

Title: District Administrator

Date: _____

BWSR USE ONLY			
SUPPLIER NAME <u>Mille Lacs Soil and Water Conservation District</u>		SUPPLIER # <u>0000206026</u>	
RECEIPT # _____	INVOICE # _____	VOUCHER # _____	
ADDRESS/LOCATION _____	APPROP <u>ESSA</u>	PO # <u>3000016808</u>	AMOUNT <u>\$850</u>
			PAID DATE _____
APPROVAL SIGNATURE		DATE	

SWCD	EASEMENT_NUMBER	PAYMENT
MilleLacs	48-01-21-18- -	50
MilleLacs	48-01-93-01- -	50
MilleLacs	48-01-94-01- -	50
MilleLacs	48-02-87-01- -	50
MilleLacs	48-02-91-01-A-	50
MilleLacs	48-02-91-01-B-	50
MilleLacs	48-03-89-01- -	50
MilleLacs	48-04-87-01-A-	50
MilleLacs	48-04-87-01-B-	50
MilleLacs	48-04-87-01-C-	50
MilleLacs	48-05-88-01-A-	50
MilleLacs	48-05-88-01-B-	50
MilleLacs	48-06-91-01- -	50
MilleLacs	48-07-91-01- -	50
MilleLacs	48-10-91-01-A-	50
MilleLacs	48-10-91-01-B-	50
MilleLacs	48-11-91-01- -	50
MilleLacs		850

**JOINT POWERS AGREEMENT FOR THE IMPLEMENTATION OF
THE MISSISSIPPI RIVER ST. CLOUD WATERSHED COMPREHENSIVE WATER
MANAGEMENT PLAN**

Pursuant to Minnesota Statutes, section 471.59, this Joint Powers Agreement (“Agreement”) is entered into by and among the political subdivisions and local governmental units of the State of Minnesota as follows:

The Counties of Benton, Meeker, Stearns, Sherburne, and Wright each by and through its respective Board of Commissioners, (collectively referred to as the “Counties”);

The Benton, Meeker, Mille Lacs, Stearns, Sherburne, and Wright Soil and Water Conservation Districts, each by and through its respective Board of Supervisors (collectively referred to as the “SWCDs”); and

Together, the above identified Counties and SWCD’s, collectively enter into a plan to implement protection and restoration efforts for the Mississippi River St. Cloud Watershed. For purposes of this Agreement, said political subdivisions, local units of government and those added in accordance with the terms of this Agreement, are herein collectively referred to as “Parties” and individually as a “Party.”

Recitals

WHEREAS, pursuant to Minnesota Statutes, sections 103B.305, subdivision 5 and 103B.3363, each of the Parties to this Agreement is a local unit of government having the responsibility and authority to separately or cooperatively, by joint agreement pursuant to Minnesota Statutes, section 471.59, to prepare, develop, adopt, implement, and administer a comprehensive local water management plan, or a substitute thereof, and carry out implementation actions, programs, and projects toward achievement of goals and objectives of such plans; and

WHEREAS, pursuant to Minnesota Statutes, sections 103B.101 and 103B.801, the Minnesota Board of Water and Soil Resources (BWSR) is authorized, to coordinate the water and resource planning and implementation activities of counties, Soil and Water Conservation Districts, “SWCD”, and watershed management organizations and to administer and oversee the Minnesota Comprehensive Watershed Management Planning Program, known as the One Watershed, One Plan program; and

WHEREAS, each of the Parties exercises water management authority and responsibility within the Mississippi River St. Cloud Watershed Management Area, a geographical area consisting of those portions of Benton, Meeker, Stearns, Sherburne, and Wright counties that drain into the Mississippi River St. Cloud Watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, some of the Parties had previously entered into the Mississippi River St. Cloud Watershed Memorandum of Agreement (“MOA”) with the last date of signature being _____, to develop the One Watershed, One Plan (“Plan”) for the Mississippi River St. Cloud Watershed. Under the terms of the MOA, the Plan will be completed, be submitted to the Minnesota Board of Water and Soil Resources (“BWSR”) for approval and will then be considered for adoption by the Parties to this Agreement. Those governmental entities that approve the Plan shall be eligible to be a part of this Agreement. The terms of the MOA also require that the structure for administration of the Plan be determined. The MOA will expire coterminous with the One Watershed, One Plan grant from BWSR dated _____. This Agreement shall not be construed as to modify or supplant the terms or provisions of the MOA; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes, chapters 103B, 103C, and 103D, and with public drainage systems pursuant to Minnesota Statutes, chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, this Agreement and the Mississippi River St. Cloud Watershed Comprehensive Watershed Management Plan does not replace or supplant local land use or the planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner.

TERMS AND CONDITIONS

NOW THEREFORE, pursuant to Minnesota Statutes, section 471.59 and other relevant state law and in consideration of the mutual promise and benefits that the Parties shall derive herefrom, all Parties hereby agree:

1. Purpose and Establishment

- a) Purpose: This Agreement establishes the terms and conditions, governing structure, and processes by which the Parties will institute the implementation of the Plan. The Plan provides a framework for consistency and cooperation for entities that operate within the Mississippi River St. Cloud Watershed to allow for the implementation of projects within the watershed that provide the highest return on investment for addressing water quality/quantity issues within the watershed, and to allow the funding from the Minnesota Board of Water and Soil Resources (“BWSR”) to be passed through to the Parties for administration consistent with State statutes, guidelines, grant requirements and the Plan. Consistent with its terms and conditions, this Agreement authorizes the Parties to cooperatively exercise their common and similar power of local water planning and management notwithstanding the territorial limits within which they may otherwise exercise separately and to take action that will promote the goals listed in Minnesota Statutes, section 103B.801 and fulfill responsibilities under Minnesota Statutes, chapter 103B.

- b) Established: This Agreement establishes a joint powers entity (hereinafter, the “Entity”). The name of the Entity is “Mississippi River St. Cloud Watershed Partnership”.
- c) Recitals: All recitals set forth above are hereby incorporated into this Agreement.

2. Eligibility and Procedure to Become a Party

- a) Qualifying Party: A county, SWCD, watershed district, or watershed management organization located and authorized to carry out water planning and resource management responsibilities within the Mississippi River St. Cloud Watershed Management Area is eligible to become a Party to this Agreement. To become a Party, the county, SWCD, watershed district or watershed management organization shall have first adopted the Plan.
- b) Initial Parties: A county, SWCD, watershed district, or watershed management organization may be an Initial Party by qualifying under section 2(a), by adopting the Plan and by its governing board agreeing to become a Party and be bound by the terms of this Agreement within 60 days of State approval of the Plan. Such local unit of government shall also give notice of plan adoption in accordance with provisions of Minnesota Statutes, chapters 103B and 103D. Any qualifying county, SWCD, watershed district, or water management organization that desires to become a Party after expiration of the 60-day period for joining as an Initial Party, will be eligible to become a Party as an additional party pursuant to Section 2.c., below.
- c) Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan, may become a Party upon the adoption of the Plan by the Party’s governing board and by submitting to the Entity evidence its governing board adopted the Plan and agrees to the terms and conditions of this Agreement and to be bound by the same.

Upon receipt of such evidence, the governing board shall issue a signature page to the local government unit and instructions to execute and return the same to the Entity along with the name and contact data of the representatives appointed by the local government unit to serve on the governing board.

3. Powers and Formation of the Governing Board

- a) Board: A governing board ("Board") shall be formed to oversee the implementation of the Plan. The Board shall consist of one individual selected by each Party to the Agreement. The Party shall determine the elected officials that will serve as its representative and alternate to serve in the absence of the representative. The Party will be allowed to remove its representative that serves on the Board and or replace its alternate. If both the representative and alternate are present at the meeting, only the representative will have the ability to participate on the Board and cast a vote. Each member of the board shall have one vote. Each entity shall only have one vote. There shall be no votes by proxy. Members of the Board are neither deemed employees of the Board nor entitled to any compensation from the Entity.
- b) Board Term and Vacancy: The term of a Board representative shall be for a period of two years with the ability of the Party to appoint a representative to successive terms. If the Party fails to appoint a representative, the incumbent shall serve until such appointment occurs. If a representative resigns or is no longer able to serve, the alternate shall serve until a representative is appointed.
- c) Officers: The Board shall elect from its members a Chair and a Vice Chair at the first meeting of each new calendar year. The duties of the Chair include presiding at all meetings, acting as the administrative leader of the Entity, and carrying out such functions as the Board assigns to the Chair. The Vice Chair shall act as the Chair in the Chair's absence. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the Entity.
- d) Open Meeting Law: The Board shall comply with the Minnesota Open Meeting law as set forth in Minnesota Statutes, chapter 13D. The Board members are permitted to appear remotely if the requirements of the Open Meeting Law are followed.
- e) Operations: The Board shall meet twice a year or more often as deemed necessary by the Board. The Board may adopt bylaws consistent with this Agreement and applicable law and may amend the same on a vote of simple majority of all the Board representatives. The Board may act only if there is a quorum. A quorum is a simple majority of the Board.
- f) Yearly Budget and Yearly Plan: The Board shall approve the yearly budget for the organization and the yearly implementation plan by super majority of 75% of the quorum.
- g) Fiscal Agent: The Board, with a Party's consent, shall identify a Party to act as fiscal agent. The fiscal agent shall be responsible for: 1) retention of all data collected, created, received, maintained or disseminated for any

purpose of the activities undertaken pursuant to this Agreement and retain the same for a minimum of six years after the termination of the Agreement or as required by law or any funding source, whichever is longer in duration; 2) to ensure a full accounting using generally accepted auditing practices of all financial obligations of the Entity; 3) to allow, as required by Minnesota Statutes, section 16C.05, access and the right to examine, audit, excerpt or transcribe any documents pertinent to the accounting practices and procedures and fiscal transactions relating to this Agreement for the purposes of auditing by any Party, the State Auditor or others as the Board directs; 4) to provide to the Board reports on the fiscal transactions that have occurred for their approval; and 5) to ensure that any reporting requirement from funding sources is abided by.

- h) Committees: The Board may establish committees for the purposes of implementation of the Plan. **At minimum, the Board shall appoint an Implementation Planning Committee.** It is the duty of the Implementation Planning Committee to draft a yearly implementation plan consistent with the Plan and a yearly budget for consideration by the Board. The Implementation Planning Committee will solicit from each Party projects that are consistent with the Plan and further the goals of the Plan for consideration of the Implementation Planning Committee as a whole. **The Implementation Planning Committee shall have one representative from each Party who is appointed by the Party's governing board and is a staff member from the Party.** Each person appointed shall have one vote. The yearly implementation plan shall identify the projects/ and or programs for funding, the timeline for the completion of the project/programs and who is proposed to oversee the project/programs. The yearly plan shall coincide with the fiscal year for the State of Minnesota. The yearly plan shall be evaluated in accord with the goals of Plan, the guidelines set forth in statute and by BWSR. The Implementation Planning Committee may have ex officio members to assist the Committee in its efforts. The ex officio members shall not have a vote on the Committee.
- i) Powers: The Board shall have the following powers:
- i) The Board may apply for and accept gifts, grants or money, other personal property or assistance that is available through the United States government, the State of Minnesota or any person, association or agency in the furtherance of the goals and objectives of the Plan;
 - ii) The Board may make such agreements or contracts as necessary to implement the terms of the Plan including the contracting for a project coordinator, administrative, fiscal agent, legal or expert services. If a

coordinator is contracted for, the payment for the coordinator shall be funded by grant funds or gifts;

- iii) The Board may contract with a Party to implement a Project set forth in the yearly Implementation plan;
 - iv) The Board shall procure insurance coverage and any necessary surety bonds for the Entity with such costs being paid for by the Entity;
 - v) The Board shall direct development of a yearly budget and yearly project plan to be implemented and shall provide notice to all the Parties' governing boards of the proposed budget and yearly plan and seek feedback on the same;
 - vi) The Board may adopt bylaws for the operation of the Entity so long as the bylaws are consistent with state law and this Agreement;
 - vii) The Board shall pay for services performed consistent with the purpose of the Agreement and the Plan. The Board may develop a process for the payment of invoices provided that all payments shall be subject to ratification by the Board at the next meeting. The Board shall account for disbursement of funds in a manner consistent with generally accepted accounting practices; and
 - viii) The Board shall hold such incidental powers as are necessary to effectuate this Agreement.
- j) Reservation of Powers: Any powers not specifically enumerated shall be reserved to the Parties. Specifically, and without limitation, the following powers are reserved: the ability to hire staff; the ability to own real property; the ability to own personal property unless such properties are purchased with grant monies or are a gift; the ability to levy; and the ability to incur debt or bond.
- k) Funding of Operations: The funding of the Entity and the implementation of the plan shall be limited to grant revenues, gifts, or monies from any person, entity, or association. The Parties shall only be responsible for agreed upon contributions of in-kind services and staff time, unless the Party's governing board, in its sole discretion, affirmatively elects to do otherwise.

4. Term and Termination

- a) Effective Date: This Agreement is effective upon signature of all Initial Parties and will remain in effect unless terminated consistent with terms of

this Agreement or as otherwise provided under the law. This Agreement will be reviewed every five years to evaluate the efficacy of the entity.

- b) Termination: This Agreement terminates: 1) by motion or resolution adopted by the governing bodies of all then-existing Parties; 2) by resolution or motion by the Board upon ongoing failure to obtain adequate funding for Plan implementation; 3) by order of a Court of competent jurisdiction; or 4) if only three Parties remain party to this Agreement. Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes, section 471.59, subdivision 5 after the Agreement has been terminated or the purpose of the Agreement has been completed.
- c) Asset Disbursement: Upon termination, any assets remaining shall be disbursed as follows: 1) assets that have been purchased with pass through funding wherein the agreement requires tracing of the asset and specific disposal requirement shall be disposed of in accord with the funding agreement; 2) remaining assets shall be liquidated and any monies shall first be applied to any debt or obligation remaining; 3) after satisfaction of any debt or obligation there remains any assets, it shall be divided evenly to the then remaining Parties to the Agreement at the time of termination.
- d) Withdrawal: A Party may withdraw from this Agreement by motion or resolution of its governing body of intent to withdraw. Any motion to withdraw made on or before January 1st shall be effective for the following June 30th. Any motion to withdraw made after January 1st shall not be effective until the second June 30th. The withdrawal shall not relieve any Party of an obligation in effect for the existing terms of a grant agreement nor shall it relieve Mississippi River St. Cloud Watershed Partnership of paying for any obligation assumed by the Party until such time as the withdrawal is effective. A Party may withdraw earlier upon agreement from all remaining Parties. Notice shall be done by certified US Mail delivered to the fiscal agent and the current Board Chair.
- e) Duties on Withdrawal: Notwithstanding the Notice to Withdraw, the Party shall continue to discharge its responsibilities under the current BWSR grant. The withdrawing Party shall not be entitled, under this Agreement, to any disbursement of property or funds.

5. General Provisions

- a) Compliance with Laws/Standards: The Parties agree to abide by all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

- b) Timeliness: The Parties agree to perform obligations under this Agreement in a timely manner and inform each other about delays that may occur.
- c) Applicability: The Entity shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Entity shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, chapter 466.
- d) Indemnification and Hold Harmless: The Entity shall fully defend, indemnify, and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Governing Board and/or employees and/or the agents of the Entity. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant on limitations on liability provided under Minnesota Statutes, section 466.04 or any other statutes regarding the limitation of liability for political entities of the State of Minnesota.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a); provided further that for purposes of the statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- e) Amendments: Any proposed amendments to this Agreement may be initiated by the Board and, if approved by the Board by a supermajority of 75%, the Board may send the same to the Parties’ governing bodies for consideration. No amendment to this Agreement is effective until all Parties’ governing boards have approved the amendment.
- f) Dispute Resolution: If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the Parties to the dispute are unable to resolve the issue through good faith discussions, the Parties agree to use mediation services to attempt to resolve the dispute. The Parties shall work cooperatively to select a mediator, the cost of which shall be shared equally among the Parties to the dispute. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

6. Miscellaneous

- a) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature. This executed Agreement, including all counterparts, shall be filed with each Party to this Agreement with a notification of the Agreement's effective date.
- b) Savings Clause: In the event any provision of this Agreement is determined by a court of law to be null and void, the remaining provisions of this Agreement shall continue in full force and effect.

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UPDATE WITH YOUR SIGNATURE BLOCK, BELOW IS AN EXAMPLE

County of Sherburne

Chair

Dated:

Approved as to form and execution:

Kathleen A. Heaney

Sherburne County Attorney

Dated:

SWCD Supervisor Orientation/Refresher



12.j

What: 2024 SWCD Supervisor Orientation/Refresher Training Opportunity

For Whom: New or “Experienced” SWCD Supervisors

Hosted By: Darren Mayers

When & Where:

- **Tuesday, February 13, 2024 – Brainerd**
 - 9:00 am – 12:00 pm
DNR building
1601 Minnesota Drive
Brainerd, MN 56401

What will be discussed?

- Water Management & Conservation Universe
- Supervisor Roles and Responsibilities
- Local Policies
- Board/Staff Relationships
- Open Meeting Law/Data Practices
- Resources – SWCD Operational Handbook

Do you want to attend?

Please RSVP to Darren to ensure we have enough materials and refreshments.

- Darren Mayers; darren.mayers@state.mn.us; 218-290-8384