



Joint Powers Entity

Board Meeting Agenda Packet

Date / Time:	August 7 th , 2025 11:00pm – 12:00pm
Location:	In-Person: Sherburne History Center – 10775 27 th Ave SE, Becker MN 55308 Remote option* through Microsoft Teams Calendar link: Meeting link <i>*Voting members participating remotely must do so in accordance with Open Meeting Law</i>
Officers:	Chair: <i>Tina Diedrick</i> , Vice Chair: <i>Scott Johnson</i>
Note Taker:	Andie Bumgarner
1w1p Website:	https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/
Committee Representatives Invited:	Benton County – Scott Johnson, Benton SWCD – Wade Bastian, Meeker County – Steve Schmitt, Meeker SWCD – Bob Schiefelbein, Mille Lacs SWCD – Dan Campbell, Sherburne County – Andrew Hulse, Sherburne SWCD – Shelly Binsfeld, Stearns County – Tarryl Clark, Stearns SWCD – Tom Gregory, Wright County – Tina Diedrick, Wright SWCD – Chris Uecker
Individuals Copied:	Policy Committee Alternate Members Implementation Planning Committee Members and Alternates BWSR staff – Zach Guttormson & Brad Wozney City of St. Cloud staff – Noah Czech

Meeting Preparatory Work

- Review Master Agreements and Statement of Work documents

Meeting Objectives

- Consider motions to approve Master Agreements and Statement of Works



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Board Meeting Agenda Packet

Meeting Agenda				
Item	Page	Time	Topic	Task
1		11:00	Welcome and Introductions (<i>Chair</i>)	INFORMATION
2	2	11:05	Review and approve agenda (<i>Chair</i>)	ACTION
3	3-8	11:07	Review and approve 06-05-2025 meeting minutes (<i>Chair</i>)	ACTION
4	9-10	11:10	General Updates (<i>Cibulka</i>) <ul style="list-style-type: none"> Timeline and activities CRP incentive grant 	INFORMATION
5	11-18	11:20	MRSCWE Master Agreements (<i>Chair</i>) <ul style="list-style-type: none"> Consider motion to approve Master Agreement contracts between MRSCWE and Member organizations. 	ACTION
6	18-23	11:40	Member Statement of Work Agreements (<i>Chair</i>) <ul style="list-style-type: none"> Consider motion to approve Member Statement of Work agreements with the MRSCWE. 	ACTION
7		12:00	<ul style="list-style-type: none"> Adjourn 	ACTION

Supplemental Items

- [MRSCWE Boundary \(page 24\)](#) – Watershed boundary map which may be a useful reference.
- [Policy Committee Meeting Norms and Guidelines \(page 25\)](#) – Best practices for JPE Board meetings.
- [MRSCWE Common Acronyms \(page 26\)](#) – Terms and acronyms common to the MRSCWE work environment.



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Agenda Item #3: June 5th, 2025 JPE Board Minutes

REQUEST FOR ACTION: Consider a motion to “approve the MRSCWE Joint Powers Board’s June 5th, 2025 meeting minutes”.



Joint Powers Entity

Board Meeting Minutes

Proceedings of the Mississippi River St. Cloud Watershed Entity Joint Powers Board held on June 5th, 2025. Diedrick called the meeting to order at 11:02 am

Date / Time:	June 5th, 2025 11:02 AM – 12:19 PM
Location:	Sherburne History Center – 10775 27 th Ave SE, Becker MN 55308 Remote option available through Microsoft Teams
Officers:	Chair: Tina Diedrick, Vice Chair: Scott Johnson
Note Taker:	Griffen Northrop
1w1p Website:	https://www.millelacsswcd.org/mississippi-river-st-cloud-watershed/
Voting Representatives Present:	Benton County – Scott Johnson*, Benton SWCD – Wade Bastian Meeker County – Steve Schmitt, Bob Schiefelbein – Meeker SWCD Mille Lacs SWCD – Dan Campbell Wright County – Tina Diedrick, Chris Uecker – Wright SWCD[1] Sherburne County – Andrew Hulse, Sherburne County – Shelly Binsfeld Taryl Clark – Stearns County*, Tom Gregory – Stearns SWCD
Voting Representatives Absent:	
Alternate Representatives Present:	
Partners and Staff Present:	Emily Forbord – Benton SWCD Susan Shaw* – Mille Lacs SWCD Miranda Wagner* – Sherburne SWCD, Francine Larson* – Sherburne SWCD Stephanie Hatzenbihler – Stearns SWCD, Kyle Weimann* – Stearns SWCD, Becky Schlorf* – Stearns SWCD Alicia O’Hare* – Wright SWCD,

*Indicates virtual attendance

[1] Chris Uecker enters the meeting during discussion of Agenda Item #4.

Agenda Item #1: Welcome and Introductions

1. No discussion held.
2. Northrop recorded attendance.

Agenda Item #2: Review and Approve Agenda

1. Discussion:
 - a. Cibulka announced to the group that Agenda Item #9 and #10 would be removed.
 - i. Agenda items #9 and #10 would be brought forth at a later meeting contingent upon attorney review as needed.
2. **Approve Meeting agenda**
 - a. **Motion by Bastian** to approve meeting agenda; **second by Gregory.**
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.

Agenda Item #3: Review and Approve 05-01-2025 meeting minutes

1. Discussion:
 - a. No discussion held.
2. **Approve Meeting Minutes**
 - a. **Motion by Campbell** to approve 05-01-2025 meeting minutes; **second by Schmitt.**
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.

Agenda Item #4: Review and approve updates to the MRSCWE Joint Powers Board Bylaws

1. Discussion:
 - a. Discussion of updates to the JPE bylaws were led by Cibulka.
 - i. Upon review by the county attorneys, consensus was reached on several minor changes.
2. **Approve MRSCWE Joint Powers Board Bylaws**
 - a. **Motion by Clark** to approve MRSCWE Joint Powers Board Bylaws; **second by Johnson.**
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.

Agenda Item #5: General Updates

1. Discussion:
 - a. Recent and Anticipated Activities discussion led by Cibulka.
 - i. Required deadlines have been met for funding requests.
 - ii. There is a series of internal workplans created.
 1. One small comment made by BWSR needs to be addressed.
 - iii. Discussion held regarding how money should be transferred from entity to SWCD's/member organizations
 - iv. Cibulka discussed that the internal workplan has been sent out to county attorneys
 1. Edits made by attorneys were not received in time to be on the agenda.
 - v. It was proposed that an intermediate meeting could be held to approve of contracts before the next formal (i.e., in-person) meeting.

- vi. Binsfeld brought up issue that projects need to be brought up by county boards before JPE board approval
 - 1. Uncertainty regarding which entity (SWCD boards or the JPE board) needs to approve of projects/contracts first before being approved by the other.
 - 2. JPE Board asked Cibulka to look into this process and who needs to approve of these templates/projects first.
 - vii. Binsfeld asked about the difference between internal work plan and BWSR work plan.
 - 1. Cibulka discussed that BWSR work plan needs to meet certain requirements whereby internal plan doesn't have same constraints.
 - a. Overall, very similar contents within these plans.
 - b. CRP Incentive Grant discussion led by Cibulka.
 - i. Cibulka discussed that there have been challenges with the competitiveness of CRP rates when compared to other programs.
 - ii. Hatzenbihler provided additional details regarding these funds.
 - 1. If funds were accepted, signup would likely be for 2026.
 - 2. It's a reimbursement grant so if all of these funds aren't used, there would be no financial penalty to the MRSCWE JPE or its participating SWCDs.
 - 3. A challenge brought forth was the staff time that would need to be dedicated to managing these funds.
 - a. Rebuttal was that there doesn't appear to be a financial downside with no penalties from the state.
 - 4. The deadline is July 1st for accepting or declining these funds.
 - iii. Discussion held about having items like this being put on as a consent agenda for speedier approval.
 - iv. Clark brought up the hope that the board does not get bogged down with discussion after these items/projects have already been looked over by staff.
- 2. Staff Review of CRP Program**
- a. **Motion by Hulse** to have county staff review CRP program and come back to the MRSCWE JPE Board with recommendations and insight; **second by Bastian**.
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried

Agenda Item #6: Financial Update

- 1. Discussion:
 - a. Update on bank and funding items led by Weimann.
 - b. Question brought up regarding how the \$1,000 was decided upon in the resolution.
 - i. Answered by Weimann.
 - 2. **Approve Resolution 25-02**
 - a. **Motion by Gregory** to Approve Resolution 25-02 to update MRSCWE Bank signers to include new SCD Administrator John Maile and authorize SCD to make future updates for SCD staff/Supervisors as necessary; **second by Scott**.
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.
- 3. Authorized Fiscal Agent Duties**

- a. **Motion by Johnson** to authorize the Fiscal Agent to spend such funds as necessary to complete duties of the Fiscal Agent such as checks, organization supplies for record-keeping, etc., not to exceed \$1,000 (within SCD's Fiscal Agent Administration \$50,000 WBF allocation); **Second by Hulse**.
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.

Agenda Item #7: Insurance Update

1. Discussion:
 - a. Review of cost estimate from Minnesota Counties Intergovernmental Trust (MCIT) led by Weimann.
 - i. Weimann added that workers compensation would not be necessary for this board.
 - ii. Discussion about needing a county sponsor for enrollment into this coverage led by Weimann.
 - iii. Weimann discussed that county board needs to pass a resolution for one county sponsor.
 1. Weimann added that there are no dedicated responsibilities beholden to this sponsor.
 2. Johnson discussed that Stearns SWCD should be MCIT sponsor since they already have coverage through the same trust.
 - a. Stearns SWCD accepted responsibility.
2. **Approve Resolution 25-03**
 - a. **Motion by Uecker** to Approve Resolution 25-03 to authorize joining MCIT risk pool and declining Workers' Compensation coverage, pending County sponsorship and MCIT Board Approval; **second by Gregory**.
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.
3. **Approve MCIT County Sponsor**
 - a. **Motion by Schmitt** to have Stearns SWCD as the MCIT Coverage Sponsor; **second by Hulse**.
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.

Agenda Item #8: Deed Restriction Policy

1. Discussion:
 - a. Review and discuss deed restriction information led by Cibulka
 - i. Cibulka went through each policy proposal brought forth by staff.
 - ii. Gregory said his SWCD had discussed it and thought "No Policy" is best.
 1. Uecker thought that "No policy" is best and thus leaving it to the discretion of individual SWCDs.
 - a. Similar sentiments were made by other board members.
 - b. Some brought up the idea that it could be case-by-case basis depending on the type of project.
 - iii. Johnson said his county was looking for a mixed approach.

- iv. Binsfeld brought up a scenario where a deed restriction could be brought forth on a case-by-case basis.
 1. Cibulka brought up some potential challenges of this approach.
 2. Binsfeld said this puts a lot of trust and faith into the SWCD's
 3. Stephanie brought up that BWSR policies might have guidance on these scenarios.
 4. Schiefelbein brought forth difficulty that this policy could block ability to implement deed restriction later on.
 5. Clark brought forth the idea that a policy shouldn't be adopted at all to allow flexibility.
2. **Approve "No Policy" Deed Restriction Language**
 - a. **Motion by Binsfeld** to Approve the adoption of the "No Policy" Deed Restriction as outlined in the "MRSCWE JPE Agenda Packet 06.05.25." "No Policy" is defined in the packet as "The MRSCWE elects to not establish a deed restriction policy of its own. Individual member boards may adopt a local deed restriction policy if they would like"; **second by Gregory.**
 - i. **By roll call vote**, Affirmative: Johnson, Bastian, Schmitt, Schiefelbein, Campbell, Diedrick, Uecker, Hulse, Binsfeld, Clark, Gregory. Opposed: None. Motion carried.

Agenda Item #9: Set Next Meeting Date

1. Discussion:
 - a. Meeting dates and proposals led by Cibulka.
 - b. Discussion led by Hatzenbihler regarding 2025 MRSCWE subcontract agreement approval process timeline.
 - c. Discussion regarding remote capabilities for next meeting.
 - d. 11:00 AM, June 26th, 2025 was proposed and accepted by the JPE Board members.
 - i. A remote setting was agreed upon for this meeting.
 - e. Cibulka will send out calendar invites

Agenda Item #10: Adjourn

Chair Diedrick adjourned the meeting at 12:19 PM.

I certify that the foregoing is a true and correct copy of the minutes approved by the MRSCWE JPE Board.

Signature & Title

Date

Meeting minutes respectfully submitted by Griffen Northrop, Sherburne SWCD District Technician on behalf of the Mississippi River St. Cloud Watershed Entity.



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Agenda Item #4: General Updates

Recent and Anticipated Activities (Apr 2025 - July 2025)

Organization Establishment (May - Jun 2025)

- Policy and Procedures document approved (May).
- Joining of MCIT risk pool approved (June).

LGU subcontracts (May - Jul 2025)

- Review of project and program proposals by IPC (June)
- Review and consensus reached on contract language by county attorneys (late July).

Begin Work! (Aug 2025)

- Consider approval of projects, programs, administration by JPE Board and execution of contracts.
- Disbursement of WBIF to Members.

Continue Organization Establishment (Fall 2025)

- Consider proposals for attorney.
- Consider policy for CRP incentive funds.



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CRP Incentive Grant Update

The JPE was briefed on a potential funding opportunity, the CRP Incentive Grant Program (an appropriation from state general funds), at the June Board meeting. This program provides eligible Comprehensive Watershed Management Plan partnerships with funds to incentivize landowner enrollment and re-enrollment into the federal Continuous Conservation Reserve Program (CCRP) for the installation or preservation of CCRP practices. These practices are designed to improve or protect surface water or groundwater pollution, drinking water, soil health, pollinator and wildlife habitat, and other conservation enhancements.

Staff from the IPC met in June and agreed unanimously to submit a request for funding in this program. BWSR has approved of this request and will be sending a grant agreement for our consideration sometime in August. The MRSCWE will receive \$45,000 in funds, of which 10% may be spent on administrative costs for the program.

Next steps for this program include the IPC developing a workplan and local policy for the JPE Board and BWSR to approve and to start promoting the program.



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Agenda Item #5: MRSCWE Master Agreements

The six attorneys representing the 11 MRSCWE Members have met several times since May to develop a Master Agreement that outlines terms and conditions for Members to accept grant funding from the entity. A draft version of a template was created on July 22nd, and several attorneys addressed small outstanding items on July 31st. The resulting document is nearly complete but is still in draft form; several edits may occur before our August 7th meeting and will be outlined at that time for the board. When the MRSCWE has retained its own legal counsel, the document will be reviewed again and is subject to change based upon that review.

NOTE: This Master Agreement should be signed by the MRSCWE and any Members who are requesting grant funds. Several members are not requesting funding at this time, so their signing of the agreement is not necessary. They may sign the agreement at any time if they elect to request funding.

A template of this draft is included in the pages that follow. Due to the timing of when the attorney review was completed, individual member contracts were unable to be sent with this board packet. Prior to our meeting, completed contracts for each member will be distributed.

REQUEST FOR ACTION: Consider a motion to “authorize the Chair to sign the Member Master Program and Project Agreement between the MRSCWE and the Benton SWCD, Meeker SWCD, Mille Lacs SWCD, Sherburne County, Sherburne SWCD, Stearns CD, and Wright SWCD.”

**MEMBER MASTER PROGRAM AND PROJECT AGREEMENT BETWEEN
MISSISSIPPI RIVER ST CLOUD WATERSHED ENTITY
AND CHOOSE AN ITEM.**

This Master Member Program and Project Agreement (“**Agreement**”) is made by and between the Mississippi River St. Cloud Watershed Entity (“**MRSCWE**”), 110 2nd St. S #128, Waite Park, MN 56387, and the CHOOSE AN ITEM. (“**Member**”), **Address**. The MRSCWE and the Member may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The MRSCWE is a joint powers entity established pursuant to a joint power agreement (“**JPA**”) entered into under Minnesota Statutes, section 471.59 as part of the Board of Water and Soil Resources comprehensive watershed management planning program under Minnesota Statutes, section 103B.801.
- B. In furtherance of the goals of the JPA and the comprehensive planning program, the MRSCWE has adopted the Mississippi River St. Cloud Comprehensive Watershed Management Plan, dated December 2024 (“**MRSCWE Plan**”).
- C. The MRSCWE intends to facilitate and support the administration and implementation of projects or programs including but not limited to those that protect, enhance, and restore surface water quality in lakes, rivers, and streams and habitats; protect groundwater from degradation; protect drinking water sources; and protect high quality habitats and as otherwise provided for in the MRSCWE Plan through the local units of government that entered into, and that are members of, the JPA to meet its obligations under the MRSCWE Plan.
- D. The MRSCWE Board will approve a yearly or biannual implementation plan and budget that identifies the projects and programs for funding, the timeline for completion, if applicable and what Member is responsible for overseeing the project or program, (“**Implementation Plan**”). JPA, section 3(h)(1).
- E. Rather than enter into agreements with each member for each program and project located within one county or watershed district, the MRSCWE and its members determined the better approach is for the MRSCWE Board to enter into a single member master program and project agreement with each member that sets out the terms and conditions under which the MRSCWE will provide funding for administration of projects or programs and implementation of Statements of Work. For projects or programs identified in the Implementation Plan, the MRSCWE and Member will then agree on a SOW, (“**Statement of Work**”) that identifies the specifics related to the projects or programs, including the funding, and which is carried out in accordance with the terms and conditions of this Agreement, MRSCWE Plan, the Implementation Plan, applicable BWSR or other government entity grant and policy requirements, and grant Work Plans. This Agreement will not apply to programs and projects that occur in more than one jurisdiction, projects that occur on Member or State-owned land or programs or projects that exceed \$, which will be addressed by separate agreements.

- F. The Member is one of the members to the JPA and desires to enter into this Agreement to facilitate the receipt of funding for specific projects or programs under separate statements of work as provided herein.

AGREEMENT

In consideration of the mutual promises and agreement contained herein, the parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set out the terms and conditions under which the Member will administer programs and projects and implement the Statement of Work for specific projects or programs approved and funded, at least in part, by the MRSCWE through separate statements of work issued for each project or program to assist in implementing the MRSCWE Plan. The Recitals set forth above are incorporated by reference as if fully set forth herein.
2. **GRANTS.** The parties agree that funding for projects or programs approved by the MRSCWE and administered and implemented by the Member pursuant to a Statement of Work shall be provided in accordance with this section.
 - (a) **Individually Authorized.** The MRSCWE agrees to provide the Member a grant to fund specific projects or programs, consistent with the **Implementation Plan**, mutually agreed upon by the MRSCWE and the Member. The total amount of the grant funds for a project or program (each, the “**Grant Funds**”) will be set out in a Statement of Work approved by the parties for the particular project or program (each, the “**Project**” or “**Program**”). Nothing in this Agreement obligates the MRSCWE to provide funding beyond the amount of grant funds made available to the MRSCWE for a project or program. This Agreement will not apply to programs and projects that occur in more than one jurisdiction, projects that occur on Member or State-owned land or programs or projects that exceed \$, which will be addressed in separate agreements.
 - (b) **Grant Funds.** The Grant Funds provided by the MRSCWE for a project or program shall be provided as a reimbursement of the costs the Member incurs in carrying out the project or program. The MRSCWE may retain grant funds until the Member provides the certificate of completion for a project and applicable reporting documentation identified in Section 4(b) of this Agreement. The MRSCWE shall submit payments to the Member upon request for reimbursement for programs that do not have completion dates.
 - (c) **Distribution.** The MRSCWE will reimburse the Member for expenses incurred in the project or program up to the total amount of Grant Funds identified in the Implementation Plan, which is the maximum amount to be provided under the Statement of Work. The MRSCWE will review and act on reimbursement requests. The Member may provide additional funding for projects or programs consistent with the JPA. Only costs and expenses identified in the Statement of Work as “reimbursable” are eligible for reimbursement by the MRSCWE. The MRSCWE Member shall not seek reimbursement from MRSCWE for expenses paid by other non-Member funding sources.
 - (d) **Reimbursement Requests.** The MRSCWE will disburse funds to the Member based on reimbursement requests submitted by the Member consistent with the Minnesota Prompt Payment of Local Government Bills, Minn. Stat. § 471.425.

3. **PROJECT OR PROGRAM ADMINISTRATION OR IMPLEMENTATION.** The Member agrees to administer the project or program and implement the statement of work in accordance with this section.
- (a) Eligible Activities, BWSR or other government entity grant eligible identified activities for reimbursement:
- 1.) Structural practices and projects as identified as BWSR or other government entity grant eligible identified structural practices and projects and the Implementation Plan.
 - 2.) Non-structural practices and programs: as identified as BWSR or other government entity grant eligible identified non-structural practices and projects and the Implementation Plan.
 - 3.) Grant Management and Reporting
 - 4.) Technical and Engineering Assistance
 - 5.) Education and Outreach
 - 6.) Project Development
 - 7.) Other eligible activities identified in grants received by MRSCWE.
- (b) Approved Plans. The Member shall administer a project or program and implement the statement of work in accordance with the MRSCWE Watershed Plan, the Implementation Plan identified in the JPA section 3(h)(1) and 3(f), BWSR or other government entity grant including the applicable BWSR or other government entity Funding Policy, grant Work Plan and project or program plans and specifications (collectively, the “**Plans**”) identified in the Statement of Work. The Plans must remain consistent with those approved as part of the Statement of Work. Any proposed substantial changes to the approved Plans must be preapproved by the MRSCWE Board. A proposed change to the Plans submitted to the MRSCWE Board for approval must include the estimated budget impact resulting from the change. A budget adjustment of less than \$5,000 for grants under \$50,000, 10% of the total grant amount between \$50,000 up to \$500,000, or an adjustment of \$50,000 for grants over \$500,000 shall not qualify as a substantial change. Revisions that are not a substantial change are permitted without prior approval from the MRSCWE Board provided that such revision is documented and does not exceed the total grant amount.
- (c) Project or Program Schedule. The Member will complete the project or program activities by the date set out in the Statement of Work, if a date is stated. If a Member does not believe it will be able to use the Member allocation identified in the Implementation Plan prior to the end of the grant period, it will notify the MRSCWE a minimum of seven months prior the end of Implementation Plan and or grant period.
4. Member Obligations. In addition to the other obligations imposed by this Agreement, the Member shall comply with the following with respect to the use of the Grant Funds and administration of the project or program and implementation of the Statement of Work.
- (a) Use of Grant Funds. The Member shall only use the Grant Funds for the eligible costs of the project or program as described in the Implementation Plan, Grant and Work Plan, and Statement of Work issued for the project or program.
- (b) Contracts. The Member shall comply with Municipal Contracting Laws, Minn. Stat. § 471.345-471.463

(c) Reporting. The Members shall provide the required documentation:

- 1.) Executed Landowner Agreement
- 2.) Payment Voucher, including itemized details and sign-off Conservation District Technical Representative and Administrative Representative.
- 3.) Vendor Invoices: Include Vendor name, materials, labor and equipment provided, component unit costs, invoice date and date(s) work was performed.
- 4.) Pollutant Reductions as laid out in the Statement of Work
- 5.) As-builts and final map of project location
- 6.) Member Staff Time: Dates, Hours, Details and Document, and Billing Rates
- 7.) Other reasonable documentation, such as progress reports, as required by the MRSCWE Board or the State.

(d) Accounting and Record Keeping. The Member will keep financial records, including properly executed contracts, invoices, and other documents, sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles.

(e) Capital Equipment. Grant Funds shall not be used to purchase capital equipment unless expressly authorized in the Statement of Work and approved by the grant.

(f) Member Obligations. Member agrees to comply with the applicable terms and conditions of the MRSCWE grant agreement including the grant policies between MRSCWE and a granting entity and an applicable work plan.

(g) Legal Compliance. The Member shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its performance under this Agreement and in administering a project or program or implementing a Statement of Work.

5. **STATEMENT OF WORK**. No project or program will be funded under this Agreement unless the parties first agree to and execute a Statement of Work for the specific project or program. Each Statement of Work approved by the parties is incorporated into and made part of this Agreement by reference. A project or program authorized by a Statement of Work shall be carried out and funded in accordance with the terms and conditions of this Agreement.

6. **TERM**. This Agreement is effective for 5 years from the date of execution of this Agreement or termination of the JPA, whichever occurs first. All Statements of Work shall be governed by the grant agreement in place at the time of execution of the Statement of Work. The following sections and paragraphs survive termination or expiration of this Agreement: Indemnification; Audit; and Data Practices Act.

7. **EARLY TERMINATION**. The MRSWE Board may terminate this Agreement and all Statements of Work, upon notice from the State that they are terminating the underlying State grant agreement. The early termination date shall correspond with the State's termination date. Upon early termination by the MRSCWE, the Member shall only be entitled to reimbursement for work on the project or program satisfactorily performed through the date of termination and shall not be entitled to any other reimbursement payments or damages.

8. **INDEPENDENT CONTRACTOR.** The Member is in all respects an independent contractor under this Agreement and is solely responsible for the administering projects and programs and implementing Statements of Work. The MRSCWE is not an employer, Member, or co-venturer with the Member for any purpose, and will have no responsibility or liability for the acts or omissions of the Member. Nothing herein authorizes the Member to act as an agent or representative of the MRSCWE for any purpose.
9. **PUBLICITY AND ENDORSEMENT.** Any publicity regarding activities completed under this Agreement must identify the funding source, as required by the funding source policy, and the MRSCWE. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Member individually or jointly with others.
10. **INTELLECTUAL PROPERTY RIGHTS.** The Member agrees to comply with the intellectual property rights terms of the funding source.
11. **MUTUAL INDEMNIFICATION.** Mutual Indemnification. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in execution, performance, or failure to adequately perform its obligations pursuant to this contract. Each party's liability shall be limited by the provisions of Minnesota Statute, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable laws. This section shall survive termination of this agreement.
12. **STATUTORY AND COMMON LAW PROTECTIONS.** Nothing in this Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to either of them under Minnesota Statutes, chapter 466 or other law, or from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. To the extent a court of competent jurisdiction considers this Agreement to constitute a joint venture or joint enterprise between the parties, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, section 471.59, subdivision 1a.
13. **INSURANCE.** Member will maintain adequate insurance consistent with Minn. Ch. 466.
14. **NONDISCRIMINATION.** In accordance with Minnesota Statutes, section 181.59, the Member agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
15. **FORCE MAJEURE.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather,

terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

16. **DISPUTES.** The parties agree to work in good faith to resolve any disputes that may arise related to this Agreement or the construction, implementation, or maintenance of a project or program. The parties may mutually agree to mediate any such disputes, but nothing herein shall limit the rights of either party to terminate this Agreement as provided herein or to seek any remedies available to them under law.
17. **DATA PRACTICES.** The parties are subject to the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) ("**Act**") and each are responsible for complying with the Act related to its data created or received related to this Agreement. The parties agree that for purposes of the Act and all other statutes and provision of law related to data practices, data management and records retention, each party shall remain the exclusive responsible authority, as defined in Minnesota Statutes, section 13.02, subdivision 16, for its own data management, for responses to data requests and for all aspects of records retention for any and all data in any form that is collected, created, received, maintained or disseminated by a party. This section includes, but is not limited to, all data regardless of its classification as the term government data is defined in Minnesota Statutes, section 13.02, subdivision 7.
18. **AUDIT.** In accordance with Minnesota Statutes, section 16C.05, subd. 5, all books, records, documents, and accounting procedures of the Member related to the project or program are subject to examination by the MRSCWE and either the State Auditor or the Legislative Auditor for at least six years after termination of this Agreement.
19. **GOVERNING LAW.** This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with this Agreement, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.
20. **SEVERABILITY.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
21. **CONFLICT OF TERMS AND CONDITIONS.** If there is a conflict in the provisions of this Agreement and the provisions of a Statement of Work regarding the implementation of a particular project or program, the provision in the Statement of Work shall be controlling, but only with respect to that project or program.
22. **WAIVER.** The failure of the MRSCWE or the Member to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

- 23. **MODIFICATIONS.** Any material alterations, modifications, or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.
- 24. **ENTIRE AGREEMENT.** This Agreement, including the recitals, each Statement of Work, each Operations and Maintenance Plan, all of which are incorporated in and made part of this Agreement, contains the entire agreement between the parties and 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 MRSCWE and the Member relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.
- 25. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.
- 26. **NOTICES.** Any notices provided under this Agreement shall be given in writing and either sent by mail or delivered in person.

Notice for the Member will be directed to:
 MEMBER Authorized Representative (or successor)
 Member address
 Member email address

Notice for the MRSCWE will be directed to:
 Dan Cibulka
 , MRSCWE Coordinator
 c/o Sherburne Soil and Water Conservation District
 425 Jackson Ave NW
 Elk River, MN 55330

When notice is served by mail, it is deemed received 3 days after mailing. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date of the last party to execute it.

MISSISSIPPI RIVER ST CLOUD WATERSHED ENTITY CHOOSE AN ITEM.

By: _____

By: _____

By: _____

By: _____

Dated: _____

Dated: _____



Joint Powers Entity

Board Meeting Agenda Packet

Agenda Item #6: Member Statement of Work Agreements

The Statement of Work document outlines the funding amount, categories of work, and deliverables for the projects and programs that MRSCWE members are requesting to complete. Staff in the Implementation Planning Committee have reviewed these projects and program proposals and have recommended them to be approved by the JPE Board.

A template of this draft Statement of Work document is included in the pages that follow. Due to the timing of when the attorney review was completed, individual member Statement of Work documents were unable to be sent with this board packet. Prior to our meeting, completed Statement of Work documents will be distributed for board review.

REQUEST FOR ACTION: Consider a motion to "authorize the Chair to sign the Member Statement of Work Agreement between the MRSCWE and the Benton SWCD, Meeker SWCD, Mille Lacs SWCD, Sherburne County, Sherburne SWCD, Stearns CD, and Wright SWCD."

**STATEMENT OF WORK
TO THE MEMBER MASTER PROGRAM AND PROJECT AGREEMENT BETWEEN
MISSISSIPPI RIVER ST CLOUD WATERSHED ENTITY
AND THE CHOOSE AN ITEM.**

Statement of Work ID: FY25WBIF-SCD-01

This Statement of Work is issued and agreed to pursuant to the Member Subcontract Agreement entered into between Mississippi River St. Cloud Watershed Entity (“**MRSCWE**”) and the **CHOOSE AN ITEM**. (“**Member**”) and is subject to the terms and conditions of the Master Project Agreement. All grant activities specified and detailed herein shall be performed in accordance with the Member Subcontract Agreement, MRSCWE Policy, the funding source’s grant agreement, BWSR Grant Administration Manual (if BWSR is the funding source), and applicable federal, state, and local laws, rules, regulations, and ordinances.

I. **ALLOCATION OF GRANT FUNDS**

The MRSCWE will reimburse the Member amounts not to exceed those shown in Table 1 for costs incurred in delivering the Project or Programs described below. The funding source is the following MRSCWE grant: MRSCWE WBIF FY25. To be eligible, expenses must occur after the grant and Member Subcontract Agreement execution, and no sooner than the day that this Statement of Work is executed. Funds must be spent by the **CHOOSE AN ITEM**..

Table 1. SOW Summary. Multiple Projects and Programs may be in the same statement of work.

PROJECT OR PROGRAM NAME	ACTIVITY	GRANT FUNDING AMOUNT	NON-STATE MATCH
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
	Choose an item.		
TOTAL	<i>n/a</i>	\$79,000.00	\$10,000.00

II. SCOPE OF WORK

Member will carry-out activities & projects as described in Exhibit A (Project or Program Map), Exhibit B (Project or Program Photos) and Exhibit C (Project or Program Detail).

III. SIGNATURES IN WITNESS WHEREOF, the parties have executed this Statement of Work the day and year signed below.

**MISSISSIPPI RIVER ST CLOUD WATER
ENTITY**

CHOOSE AN ITEM.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: PROJECT OR PROGRAMS MAP

Description of map: [Click or tap here to enter text.](#)

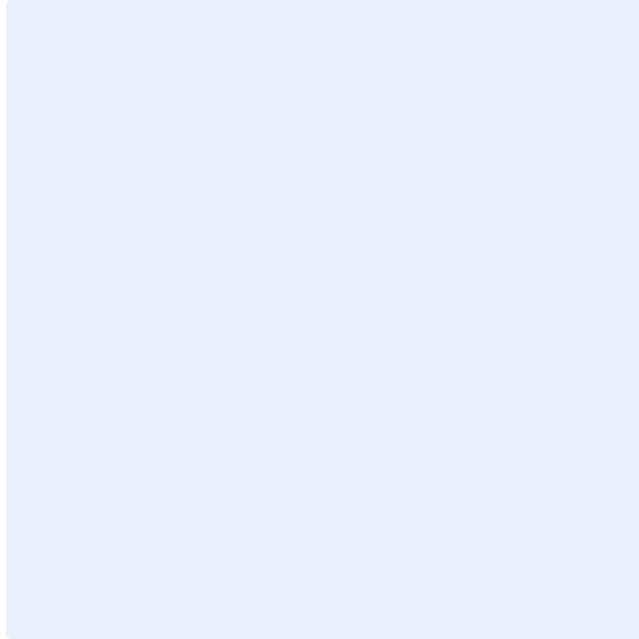
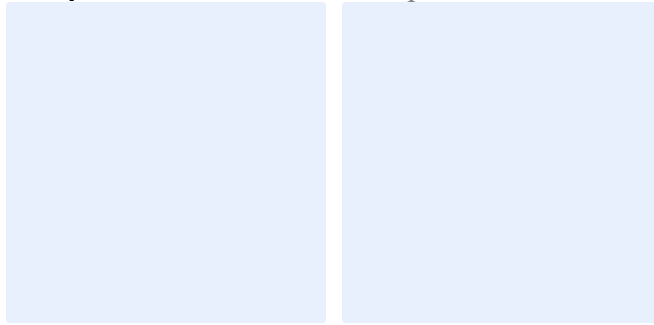


EXHIBIT B: PROJECT OR PROGRAMS PHOTOS

Description of photos below: [Click or tap here to enter text.](#)



Description of photos below: [Click or tap here to enter text.](#)

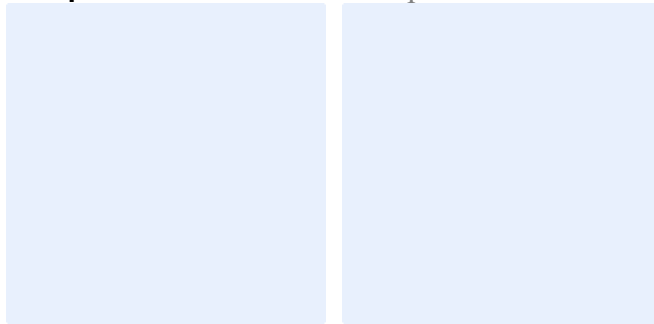


EXHIBIT C: Project or Programs Detail



Joint Powers Entity

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MRSCWE Boundary



- Planning Boundary
- Clearwater River Watershed District
- Named Lakes
- Large Rivers
- HUC 10
- HUC 12
- County Boundaries
- Streams





Joint Powers Entity

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MRSCWE Joint Powers Board Meeting Norms and Guidelines

Process Norms

- Follow Robert's Rules of Order
- Everyone will contribute to the conversation
- Strive for consensus and support the final outcomes/decisions
- Decisions will be based in sound science
- All voices count. All opinions are valid, but offer reasoning behind your thinking
- Ask clarifying questions to seek further understanding
- Note-taker is to capture highlights of the discussion and decisions made, but not detailed minutes

Preparation Norms

- Meetings will start / end on time
- Members will complete pre-work, read materials, and be prepared to meet
- Request additional information prior to meeting if necessary
- We will identify clear deadlines for when tasks are assigned to members and strive to meet them (both in developing materials and responding / providing feedback)

Communication Norms

- Be respectful and promote open communication
- Listen to understand
- Respect each other's opinions
- Stay on topic and pay attention
- Silence phones and exercise proper meeting decorum



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MRSCWE Common Acronyms

IWIP: One Watershed One Plan (the planning project that resulted in the 10-year Comprehensive Watershed Management Plan)

AIS: Aquatic Invasive Species

BMP: Best Management Practice

BWSR: Board of Water and Soil Resources

CD: County Ditch

CIP: Capital Improvement Project

CREP: Conservation Reserve Enhancement Program

CRP: Conservation Reserve Program

CWMP: Comprehensive Watershed Management Plan

DNR: Department of Natural Resources (Minnesota)

DWSMA: Drinking Water Supply Management Area

EPA: Environmental Protection Agency

EQIP: Environmental Quality Incentives Program

FSA: Farm Service Agency

GIS: Geographic Information Systems

GPR: Groundwater Protection Rule

GRAPS: Groundwater Restoration and Protection Strategies

HAB: Harmful Algal Bloom

HUC: Hydrologic Unit Code

IBI: Index of Biological Integrity

IPC: Implementation Planning Committee

JPA: Joint Powers Agreement

JPE: Joint Powers Entity

LGU: Local Government Unit

LiDAR: Light Detection and Ranging

LSOHC: Lessard-Sams Outdoor Heritage Council

LSP: Landscape Stewardship Plan

MAWQCP: Minnesota Agricultural Water Quality Certification Program

MDA: Minnesota Department of Agriculture

MDH: Minnesota Department of Health

MDM: Multipurpose Drainage Management

MGS: Minnesota Geological Survey

MOA: Memorandum of Agreement

MPCA: Minnesota Pollution Control Agency

MRSCWE: Mississippi River St. Cloud Watershed Entity

MS4: Municipal Separate Storm Sewer System

NGO: Non-Governmental Organization

NRBG: Natural Resources Block Grant

NRCS: Natural Resources Conservation Service

NWI: National Wetland Inventory

O&M: Operation and Maintenance

PF: Pheasants Forever

RIM: Reinvest in Minnesota

SOW: Statement of Work



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MRSCWE Common Acronyms (continued)

SSTS: Subsurface Sewage Treatment System (commonly called a septic system)

SWA: Subwatershed Assessment

SWCD: Soil and Water Conservation District

TMDL: Total Maximum Daily Load

TN: Total Nitrogen

TP: Total Phosphorus

TSP: Technical Service Provider

TSS: Total Suspended Solids

µg/L: Micrograms per Liter

UMN: University of Minnesota

USACE: United States Army Corps of Engineers

USDA: United States Department of Agriculture

USFS: United States Forest Service

USFWS: United States Fish and Wildlife Service

USGS: United States Geological Survey

WASCOB: Water and Sediment Control Basin

WBIF: Watershed-Based Implementation Funding

WCTSA: West Central Technical Service Area

WD: Watershed District

WRAPS: Watershed Restoration and Protection Strategy