



BOARD OF COMMISSIONERS
Work Session Agenda

Tuesday, October 5, 2021

10:45 AM

or immediately following the regular board meeting

*Meeting to be held in the County Board Room
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)

Agenda Item #

Agenda Time:

- | | | |
|----------|---|-------|
| 1 | Adoption of the Sauk River CWMP
<i>Adam Ossefoort, PZ/SWCD Division Director</i> | 10:45 |
| 2 | Sauk River Watershed Collaborative Agreement
<i>Adam Ossefoort, PZ/SWCD Division Director</i> | 10:50 |

Resolution to Adopt and Implement the Sauk River Comprehensive Watershed Management Plan

Whereas, the Todd County has been notified by the Minnesota Board of Water and Soil Resources that the Sauk River Comprehensive Watershed Management Plan (Plan) has been approved according to Minnesota Statutes §103B.801 and Board Resolution #16-17

Whereas, Minnesota Statutes §103B.101, subd. 14 allows a local water management plan developed or amended, approved and adopted, according to chapter 103B to be replaced with a comprehensive watershed management plan but only to the geographic area of the Plan and consistent with the One Watershed, One Plan suggested boundary map.

Now; Therefore, Be it Resolved, the county hereby adopts and will begin implementation of the approved Plan for the area of the county identified within the Plan and the plan replaces the local water management plan for that geographic area of the county within the WATERSHED PLAN NAME for the duration of the state approved Plan.

Be it Further Resolved after the adoption of the Plan, the county shall amend existing water and related land resources plans and official controls as necessary to conform them to Plan.

Be it Further Resolved after the adoption of the Plan or amendments to the plan, Todd County shall notify local units of government within the Sauk River Watershed. The local units of government are required to submit existing water and related land resources plans and official controls within 90 days to the county for review as per Minnesota Statutes, Section 103B.321.

Be it Further Resolved that within 180 days, the county shall review the submitted plans and official controls and identify any inconsistencies between the local plans and official controls and the Plan. The Todd County shall specify applicable and necessary measures to bring the local plans and official controls into conformance with the Plan.

Be it Further Resolved if a local unit of government disagrees with any changes to its plan, the local unit has 60 days after receiving the county's recommendations to appeal the recommendations to the Board of Water and Soil Resources.

Be it Further Resolved after receiving the recommendations of the county, or a resolution of an appeal, a local unit of government has 180 days to initiate revisions to its plan or official controls. The new or revised plans and official controls must be submitted to the county for review and recommendations.

Sauk River Watershed Collaborative AGREEMENT

This cooperative agreement (Agreement) is made and entered into by and between:

The Counties of Stearns, Pope, Douglas, and Todd, by and through their respective County Board of Commissioners; and

The Stearns, Pope, Douglas, and Todd Soil and Water Conservation Districts (“SWCDs”), by and through their respective Soil and Water Conservation District Board of Supervisors; and

The Sauk River Watershed District (SRWD), by and through its Board of Managers, collectively referred to as the “Parties”.

See Exhibit A for a map of the parties’ location in the Sauk River Watershed.

RECITALS:

WHEREAS, the parties are political subdivisions of the State of Minnesota, with statutory authority to carry out environmental programs in accordance with Minnesota Statutes 103B, 103C, 103D, 103E, 375 and as otherwise provided by law; and

WHEREAS, Minnesota Statute 471.59 allows the parties to jointly exercise powers common among them and provides for one or more of the parties to exercise powers on behalf of the participating collaborative parties; and

WHEREAS, Minnesota Statute §103B.101 provides for the adoption of a comprehensive watershed management plan, also known as the “One Watershed, One Plan” (1W1P), which requires the collaborative parties coordinate with each other to maximize available resources and minimize duplication of services; and

WHEREAS, the collaborative parties desire to enter into this Agreement to identify the Parties roles and responsibilities in implementing the 1W1P; and

WHEREAS, the parties to this Agreement have a common interest, within the limits of their statutory or delegated authorities to prepare, adopt, and assure implementation of a 1W1P in the Sauk River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

NOW, THEREFORE, in consideration of the mutual promise and benefits that each party shall derive from this Agreement, the parties agree as follows:

1. **Purpose:** The parties to this Agreement recognize that a guiding principle of 1W1P is that “One Watershed, One Plan implementation will be accomplished through formal agreements among participating local governments on how to manage and operate the watershed.” The parties to this Agreement acknowledge that “decision-making that spans political boundaries is essential to fully implement watershed management and achieve established goals for the watershed; therefore, formal

agreements outlining the means and method for this decision-making are also essential.” [The quoted sections are from the BWSR’s *One Watershed, One Plan Guiding Principles, version 2.00, 12/18/2013*].

The parties working together for the purpose of developing the One Watershed, One Plan for the Sauk River Watershed (hereafter “1W1P”) now establish through this Agreement the process for guiding implementation of the 1W1P. The parties recognize the importance of collaborating to plan and implement natural resource protection and restoration efforts for the Sauk River Watershed. Parties signing this Agreement will be collectively referred to as the “Sauk River Watershed Collaborative” (hereafter “SRWC”).

The SRWC is not a separate governmental entity and shall not have the authority to hire any employees or contractors on its own. All employees or contractors under contract with one of the parties to this Agreement or hired by one of the parties to provide services to implement 1W1P, shall be solely the employees or contractors of the providing or contracting party.

2. **Term:** This Agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for 1W1P; and will remain in effect until canceled according to the provisions of this Agreement, unless earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Sauk River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Committee, as described below, to join the SRWC and a statement that the qualifying party agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies, and procedures adopted by the Policy Committee. The Policy Committee will review the request and decide/approve membership with a two-thirds, super-majority vote of all members.
4. **Procedure for Parties to Leave Membership of the Agreement:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official governing board resolution. Notice must be made 180 days in advance of leaving the SRWC. A party that leaves the membership of the Agreement remains obligated to comply with the terms of any agreements it has executed with the fiscal agent listed below at the time of the party’s notice to leave membership and is obligated until said agreements have ended.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards.** The parties agree to abide by all Federal, State, or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
 - b. **Liability.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be

responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party pursuant to Minnesota Statutes Section 471.59, Subd. 1a. (a).

- c. **Employee Status.** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party, and shall not be considered employees of any other party or of the collaborative, and shall not be entitled to any compensation, rights or benefits of any kind from any other party or from the collaborative.
- d. **Data Practices and Records Retention.** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement.
- e. **Timeliness.** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required under this Agreement must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the Authorized Representative to whom it is directed.
- g. **Binding Effect and Modification.** This Agreement shall be binding upon and inure to the benefit of the parties. No change or modification of the terms or provisions of this Agreement shall be binding on the parties unless such change or modification is in writing and signed by an authorized official of each of the parties.
- h. **Minnesota Law Governs.** The laws of the State of Minnesota shall govern this Agreement and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in the courts located in the State of Minnesota.
- i. **Use of Contractors.** Each party may engage contractors to perform services in furtherance of the 1W1P. Each party retains responsibility for its contracts as well as for compliance with this Agreement.
- j. **No Third Party Beneficiary Rights.** Nothing in this Agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the parties, any legal or equitable right, remedy, or claim under this Agreement.

- k. **No Assignment.** No party to this Agreement shall assign, delegate, or transfer any rights or obligations under this Agreement without prior written consent of the other Parties.
 - l. **Amendment.** This Agreement cannot be amended, altered, enlarged, supplemented, abridged, modified, or any provision waived except by both a two-thirds, super-majority vote of the Policy Committee and upon signature of the amended Agreement by all parties' governing boards.
6. **Termination.** The parties anticipate that this Agreement will remain in full force and effect until canceled by all parties, unless otherwise terminated in accordance with law or other provisions of this Agreement. Termination shall require a two-thirds, super-majority vote of the Policy Committee. If termination should occur the return of any surplus moneys in proportion to contributions would take place after fulfilling the requirements of grant agreements, satisfaction of outstanding debts, and any other requirements under the law.
7. **Structure:** To guide implementation of the 1W1P, the following committee structures and roles are established.
- a. **Policy Committee.** Each Party to this agreement shall appoint one individual from its governing board to represent said party on this committee. Each Party may choose an alternate from its governing Board to serve on the Policy Committee in the absence of the primary representative. The Policy Committee will meet as per its established by-laws, but not less than quarterly. Policy Committee representatives and alternates will not be compensated from collaborative funds for serving on the Committee. Each representative on the Policy Committee shall have one vote. If the representative is not present, the alternate shall be entitled to participate and vote in the representative's place. If a representative of a Party misses two or more consecutive meetings, the Plan Coordinator is to contact the Party to encourage attendance.
 - i. **Policy Committee General Duties:**
 1. Conduct an annual meeting with the Technical Committee to review progress in implementing the 1W1P and determine if changes are needed in priorities, actions and responsibilities,
 2. Review and approve the biennial "State of the Watershed" report, with its annual report(s), for the 1W1P,
 3. Review and recommend approval of biennial work plan(s) and associated budget(s) for the 1W1P to the respective parties,
 4. Review and recommend approval of any modifications or additions to the biennial work plan(s) and associated budget(s), as needed, to the respective parties,
 5. Review and approve submission of proposed amendments to the 1W1P to the respective parties for adoption,
 6. Support capital improvement projects that have gone through the Project Team Framework contained in the 1W1P,

7. Provide information required by the Plan Coordinator and/or Fiscal Agent in order to comply with Grant Agreements and contracts which provide funding for the 1W1P,
 8. Establish and modify policies for grant funds appropriations and local match cash or in-kind,
 9. Adopt, modify and follow bylaws to guide Policy Committee functions, and
 10. Provide overall guidance to 1W1P implementation.
- ii. **Policy Committee Liaison Duties:** Each Policy Committee representative will serve as a liaison to their respective governing boards and has the responsibility to inform their governing board on actions taken by the Policy Committee. Each representative will attend Policy Committee meetings or will have the alternate attend meetings as needed.
- b. **Implementation Team.** The Implementation Team shall consist of the Plan Coordinator (as described below), along with one staff member from each party to this agreement. Said staff members should be the local water planners or equivalent depending on the structure of the party. The Implementation Team will:
- i Meet quarterly, or more frequently as needed,
 - ii Work collaboratively with the Policy Committee, Technical Committee, Plan Coordinator and Fiscal Agent in performance of the duties contained in this agreement,
 - iii Seek to implement the targeted implementation schedule contained in the 1W1P,
 - iv Identify opportunities to coordinate shared services, streamline processes and eliminate program overlap or duplication of effort,
 - v Review progress of 1W1P implementation and work on addressing any issues with implementation as they arise,
 - vi Conduct an evaluation of progress toward goals at least biennially and make recommendations to the Policy Committee on needed changes.
- c. **Technical Committee (aka Advisory Committee).** The Technical Committee shall consist of the members of the Implementation Team, representatives from the State’s main water agencies and other technical experts as needed. The Technical Committee will:
- i Meet at the call of the Implementation Team, but at least annually,
 - ii Provide technical support on 1W1P implementation to the Implementation Team,
 - iii Advise the Implementation Team on new programs, funding opportunities and emerging issues,
 - iv Provide feedback and input to the Implementation Team on projects and issues.
- d. **Plan Coordinator.** The Policy Committee shall appoint one of the parties to the Agreement to be the Plan Coordinator. The party appointed to this role is eligible for reimbursement from collaborative funds for performing said role. The Plan Coordinator duties shall include:
- i. Handle administrative responsibilities associated with implementing the 1W1P, including serving as a point of contact regarding the 1W1P.
 - ii. Update the Policy Committee on new data, projects, and programs.
 - iii. Recommend amendments to the 1W1P to the Policy Committee.

- iv. Develop a proposed biennial work plan and associated budget for the 1W1P to present to the Policy Committee for recommendation of approval to the respective parties.
 - v. Develop the biennial “State of the Watershed” approach, with an annual report component for the 1W1P, to be presented to the Policy Committee for approval.
 - vi. Develop a webpage (or other appropriate tools) to house both public-facing items and internal collaborative communications for the 1W1P.
 - vii. Provide the Policy Committee with project updates on work being completed under the 1W1P, with assistance from the Implementation Team and Technical Committee.
 - viii. Develop other reports and programs as needed by the Policy Committee and/or Technical Advisory Committee.
 - ix. Organize meetings of the Policy Committee, Implementation Team and Technical Committee and assist the same with fulfilling their duties. This includes: providing advance notice of meetings, preparing/ distributing agendas & related materials, preparing/ distributing meeting minutes, providing public notices for publication when required, maintain all records and documents of the above-noted groups.
 - x. Work collaboratively with the Policy Committee, Implementation Team, Technical Committee and Fiscal Agent in performance of the duties contained in this agreement.
 - xi. Coordinate the engagement of nongovernmental organizations (NGOs) on all activities related to the goals and programs of the 1W1P; including inviting said NGOs to an annual meeting with the Technical Committee and Policy Committee.
 - xii. Assist with the development and implementation of educational, outreach, and other projects and programs for the public throughout the entire Sauk River Watershed, as requested, coordinating with all parties.
 - xiii. Maintain all records and retain them in accordance with the record retention policy requirements of the Minnesota State Auditor.
- e. **Fiscal Agent.** The Policy Committee shall assign one of the parties to the Agreement to be the Fiscal Agent. On behalf of the SRWC, the Fiscal Agent shall present proposed grant applications and grant agreements to the Fiscal Agent’s governing board for approval and acceptance. Said documents are to be based on the 1W1P and have been vetted through the Policy Committee and Technical Advisory Committee. The party assigned to this role is eligible for reimbursement from collaborative funds for performing said role. The Fiscal Agent duties shall include:
- i. Prepare and submit grant applications and funding request on behalf of the collaborative, and serve as point of contact for grant agreements.
 - ii. Administer the disbursement of public funds in accordance with the requirements of the Grant Agreements, the purposes of the 1W1P, and state and federal laws, including posting grant information on the fiscal agent’s website and completing all grant reporting requirements (ex. BWSR’s eLink system).
 - iii. Establish a separate fund or funds for management of contributions and grant monies, crediting all interest earned from the fund or funds be credited back to those same funds.
 - iv. Maintain all pertinent books, records, documents and accounting procedures and practices required under the Grant(s) and by state and federal law.

- v. Annually provide a full and complete audit report of the grant per MN Statutes 471.59, Subd. 3.
 - vi. Work collaboratively with the Policy Committee, Implementation Team and Plan Coordinator in performance of the duties contained in this agreement.
 - vii. Provide, at a minimum, quarterly accounting of the funds, receipts and disbursements, in a timely manner to both the Plan Coordinator and Policy Committee for its quarterly meetings. Said accounting will be used by the Plan Coordinator for development of the annual report and proposed annual work plan and budget. The Plan Coordinator will ensure said accounting is disbursed to the Policy Committee.
 - viii. Maintain all records related to the fund or funds and retain them in accordance with the record retention policy requirements of the Minnesota State Auditor.
- f. **Reassignment of Plan Coordinator and/or Fiscal Agent.** The Policy Committee may, by a two-thirds, super-majority vote, reassign either, or both, of the Plan Coordinator and Fiscal Agent responsibilities to another party during the October 1 through December 31 interval once every four years (initial years being 2021-2025). Notification of the upcoming vote must be given to all members of this agreement 30 days prior to the actual vote. Should a change be initiated, either by vote or because of notice given by the serving party, the current Plan Coordinator and/or Fiscal Agent shall transfer records and funds to the newly serving party within 30 days and provide training required in order to assume the duties.
- g. **Vacated Position of Plan Coordinator and/or Fiscal Agent.** If the assigned Plan Coordinator and/or Fiscal Agent wishes to vacate their role, a 30 day notice of vacating either role shall be given prior to vacating the position by the vacating party to the Policy Committee. The Policy Committee shall meet as soon as possible to assign another party or parties to fill the role or roles.
- h. **Removal of Plan Coordinator and/or Fiscal Agent.** If it is found the assigned Plan Coordinator and/or Fiscal Agent has staff guilty of malfeasance, or is unable to perform duties, the Policy Committee shall schedule a special meeting as soon as possible to consider assigning another party or parties to fill the role or roles.
8. **Project Team Framework.** For the purpose of implementing capital improvement projects as defined in the 1W1P, the parties agree to implement the project team framework contained within the 1W1P.
9. **Implementation of the Plan.** The parties agree to implement the 1W1P.
10. **Authorized Representatives:** The following entities will be the contacts for all matters concerning this Agreement:

Stearns County
 Environmental Services Dept.
 3301 Co Rd 138
 Waite Park, MN 56387

Stearns County SWCD
 110 Second St S, Ste 128
 Waite Park, MN 56387

Pope County
130 Minnesota Ave E
Glenwood, MN 56334

Pope County SWCD
1680 Franklin St N
Glenwood, MN 56334

Douglas County
305 8th Ave W
Alexandria, MN 56308

Douglas SWCD
900 Robert St. #102
Alexandria, MN 56308

Todd County
221 1st Ave S
Long Prairie, MN 56347

Todd County SWCD
215 1st Ave S #104
Long Prairie, MN 56347

Sauk River Watershed District
642 Lincoln Road
Sauk Centre, MN 56378

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

Party: Stearns County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Party: Pope County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Party: Douglas County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Party: Todd County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Party: Sauk River Watershed District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Administrator Date

APPROVED AS TO EXECUTION

BY: _____

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

Party: Pope County SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

Party: Douglas SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

Party: Todd County SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

EXHIBIT A

