

North Fork Crow River Watershed Collaborative AGREEMENT

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

The Counties of Pope, Stearns, Kandiyohi, Meeker, McLeod, and Wright by and through their respective County Board of Commissioners, and
The Pope, Stearns, Kandiyohi, Meeker, McLeod, and Wright Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and
The Middle Fork Crow River Watershed District (MFCRWD) and North Fork Crow River Watershed District (NFCRWD), by and through its Board of Managers,
Collectively referred to as the “parties.”

WHEREAS, the parties are political subdivisions of the State of Minnesota, with statutory authority to carry out environmental programs in accordance with Minnesota Statutes Sections 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 Middle Fork Crow River Watershed District applied for and received a grant from the Board of Water and Soil Resources (BWSR) for the purposes of implementing the One Watershed One Plan (1W1P), which was agreed to by the collaborative parties; and currently Wright County is applying for another BWSR Grant for purposes of implementing the collaborative parties 1W1P; and BWSR has indicated that the parties can anticipate future grants will be available for implementation of the 1W1P on a biennial basis; and

WHEREAS, the collaborative parties desire to enter into this Agreement to identify the parties roles and responsibilities in implementing the One Watershed, One Plan for which this BWSR grant was issued, and for administration of the current and future BWSR grants; 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 comprehensive watershed management plan in the North Fork Crow 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 One Watershed, One Plan 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 the purpose of this principle is to provide assurances that decision-making

spanning political boundaries is supported by an in-writing commitment from participants.” [The quoted sections are from *One Watershed One Plan Operating Procedures for Pilot Watersheds*, Page 13 BWSR June 25, 2014 document.]

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

- i. **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. 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.
- 6. **Structure:** To guide implementation of the 1W1P, the following committee structures and roles are established.
 - a. **Policy Committee.** Parties that are members to this agreement shall appoint individuals from their respective governing boards to represent said parties on this committee. The governing boards may choose alternates to serve on the Policy Committee from their boards as needed. The Policy Committee will meet as per their established by-laws. Policy Committee representatives and alternates will not be compensated for serving on the Committee.
 - i. **Policy Committee General Duties:** Each representative on the Policy Committee shall have one vote. If the representative is not present, the alternate shall be entitled to one vote, and shall have the authority to act on behalf of the party they represent, or as authorized by the governing board they represent, in the following matters:
 - 1. Review and approve annual report(s) for the 1W1P,
 - 2. Review and approve annual work plan(s) and budget for the 1W1P,
 - 3. Review and approve any modifications or additions to the annual budget as needed,
 - 4. Review and approve submission of proposed amendments to the 1W1P to the respective parties' governing boards for adoption,
 - 5. 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,
 - 6. Establish and modify policies and procedures for grant funds appropriations and local match cash or in-kind
 - 7. Adopt, modify and follow bylaws to guide Policy Committee functions, and
 - 8. Overall guidance of the 1W1P.
 - 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 alternates attend meetings when held.
 - b. **Technical Advisory Committee.** The parties agree that the Technical Advisory Committee will provide technical support on 1W1P implementation to the Policy Committee. The Technical Advisory Committee will consist of the One Watershed One Plan Coordinator (as described below), local water planners, soil and water conservation district staff, watershed district administrators, the State's main water agencies, and other identified stakeholders for the purposes of supporting logistical and day-to-day decision-making of parties in the implementation process.

- c. **Plan Coordinator.** The Policy Committee shall appoint one of the parties to the Agreement to be the Plan Coordinator. The Plan Coordinator duties shall include:
- i. Serve 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 the annual report for 1W1P to present to the Policy Committee for approval
 - v. Develop a proposed annual work plan and budget for the 1W1P to present to the Policy Committee for approval
 - vi. Develop other reports and programs as needed by the Policy Committee and/or Technical Advisory Committee.”
 - vii. Assist the Policy Committee and the Technical Advisory Committee with development and submission of grant applications.
 - viii. Assist with the development and implementation of educational, outreach, and other projects and programs for the public throughout the entire North Fork Crow River Watershed, as requested, coordinating with all parties.
- d. **Fiscal Agent.** The Policy Committee shall appoint one of the parties to the Agreement to be the Fiscal Agent. The Fiscal Agent shall present proposed grant applications and grant agreements to the Fiscal Agent’s governing board for approval and acceptance. The Fiscal Agent duties shall also include:
- i. Serve as point of contact for grant agreements.
 - ii. 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.
 - iii. Maintain all pertinent books, records, documents and accounting procedures and practices required under the Grant(s) and by state and federal law.
 - iv. 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.
 - v. Provide, at a minimum, an annual accounting of the funds, receipts and disbursements, in a timely manner to the Plan Coordinator for development of the annual report and proposed annual work plan and budget.
 - vi. 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.
- e. **Reassignment of Plan Coordinator and/or Fiscal Agent.** The Policy Committee may, by 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 2020 through 2024). 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.
- f. **Vacated Position of Plan Coordinator and/or Fiscal Agent.** If the appointed Plan Coordinator and/or Fiscal Agent vacates or exits their position, the Policy Committee shall meet as soon as

possible to appoint another party or parties to fill the role or roles. A 30 day Notice of vacating either role shall be given prior to vacating the position by the vacating party to the Policy Committee.

- g. Removal of Plan Coordinator and/or Fiscal Agent. If the appointed Plan Coordinator and/or Fiscal Agent is removed for malfeasance or inability to perform duties, the Policy Committee shall schedule a special meeting as soon as possible to appoint a party or parties to fill the role or roles.

7. **Implementation of the Plan.** The parties agree to implement the watershed plan.

8. **Financial Structure:**

The parties agree to establish an Integrated Fund for the purposes of increasing the flexibility of funding sources. The Integrated Fund will be used to support services and operations of the Collaborative.

The parties agree that the Integrated Fund shall be under the control of the Policy Committee and shall be administered by the Fiscal Agent consistent with the provisions of this Agreement, the requirements of federal and state laws, and the policies and procedures of the Fiscal Agent. The Fiscal Agent shall be authorized to make payments upon approval of the Policy Committee.

The Contributions to the Integrated Fund are to be made at a rate loosely proportional to the area included in the watershed. Assuming all parties remain engaged, the proportional amounts are as follows:

- Tier 1: 66% (11% per entity listed)
 - Meeker County
 - Meeker Soil and Water
 - Middle Fork Crow River Watershed
 - North Fork Crow River Watershed
 - Wright County
 - Wright Soil and Water
- Tier 2: 24% (6% per entity listed)
 - Kandiyohi County
 - Kandiyohi Soil and Water
 - Stearns County
 - Stearns Soil and Water
- Tier 3: 10% (2.5% per entity listed)
 - McLeod County
 - McLeod Soil and Water
 - Pope County
 - Pope Soil and Water

Party contributions per year, based upon the above tier structure, are as follows:

2020 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625
2021 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625

2022 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625
2023 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625

The need for additional funds for the Integrated Fund will be evaluated by the Policy Committee following the first year of party contributions on a yearly basis. The recommendations of the Policy Committee regarding future contributions by the parties to the Integrated Fund shall be presented in a proposed resolution by each authorized representative to their respective governing board for consideration and approval for the following year or years. This procedure shall repeat as needed and recommended by the Policy Committee for future years.

9. **Authorized Representatives:** The following entities will be the contacts for all matters concerning this Agreement:

Kandiyohi County
400 SW Benson Ave, Willmar

Pope SWCD
1680 N Franklin St, Glenwood

Meeker County
325 Sibley Ave N, Litchfield

Stearns SWCD
110 Second St S, Ste 128, Waite Park

Pope County
130 E Minnesota Ave, Glenwood

Wright SWCD
311 Brighton Ave S, Ste C, Buffalo

Stearns County
705 Courthouse Sq, Rm 343, St. Cloud

McLeod County
830 11th Street E, Suite 106, Glencoe MN 55336

Wright County
10 2nd St NW, Buffalo, MN 55313

McLeod SWCD/McLeod County
830 11th Street E, Glencoe

Kandiyohi SWCD
1005 High Ave NE, Willmar

North Fork Crow River WD
PO Box 40, Brooten

Meeker SWCD
916 E St. Paul St, Litchfield

Middle Fork Crow River WD
189 Cty Rd 8 NE, Spicer

10. **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.

Partner: Kandiyohi 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.

Partner: Meeker 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.

Partner: 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.

Partner: 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.

Partner: Wright 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.

Partner: Middle Fork Crow Watershed District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Administrator Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: McLeod 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.

Partner: McLeod SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: Kandiyohi SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: Meeker SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: Pope SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: North Fork Crow Watershed District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Administrator Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: Stearns SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

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

Partner: Wright SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

Attachment A

North Fork Crow Partners' Boundaries

