

Request for Proposals for the Mississippi River Sartell Watershed Planning Facilitator and Plan Writer



This Request for Proposals, herein referred to as the RFP, is offered by the MORRISON SOIL AND WATER CONSERVATION DISTRICT, hereinafter referred to as the MORRISON SWCD, for preparation of the Mississippi River Sartell Watershed Comprehensive Watershed Management Plan (CWMP), via Minnesota Board of Water and Soil Resources' (BWSR) One Watershed One Plan program, herein referred to as the 1W1P. Responses are invited from firms with expertise in watershed management and group decision-making facilitation, who within this document are referred to as CONSULTANT or CONSULTANTS. Interested firms may provide a proposal for the Planning Facilitator role, Plan Writer role or both.

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Attachment - Excel Spreadsheet with Scope Elements listed for CONSULTANT to use to develop Cost Proposal and Proposed Schedule

1. Introduction & Background

The MORRISON SWCD is the fiscal agent of a Clean Water Fund grant from the BWSR for preparation of the CWMP. This is a collaborative planning effort involving 7 local partners including counties, soil and water conservation districts, and the Mille Lacs Band of Ojibwe in the watershed (figure 1, table 1). The group relies on a Steering Committee of staff from the local partners to guide and support the process, and a Policy Committee to decide on the contents of the CWMP. The Scope of Work is described in a State-approved Work Plan which is attached as **Exhibit A**.

The final work product is a State-approved CWMP meeting the statutory requirements set forth by MN Statute §103B.801 and incorporating all relevant material as specified in **1W1P Plan Content Requirements v3.0 (August 24, 2023)** by June 1, 2027.

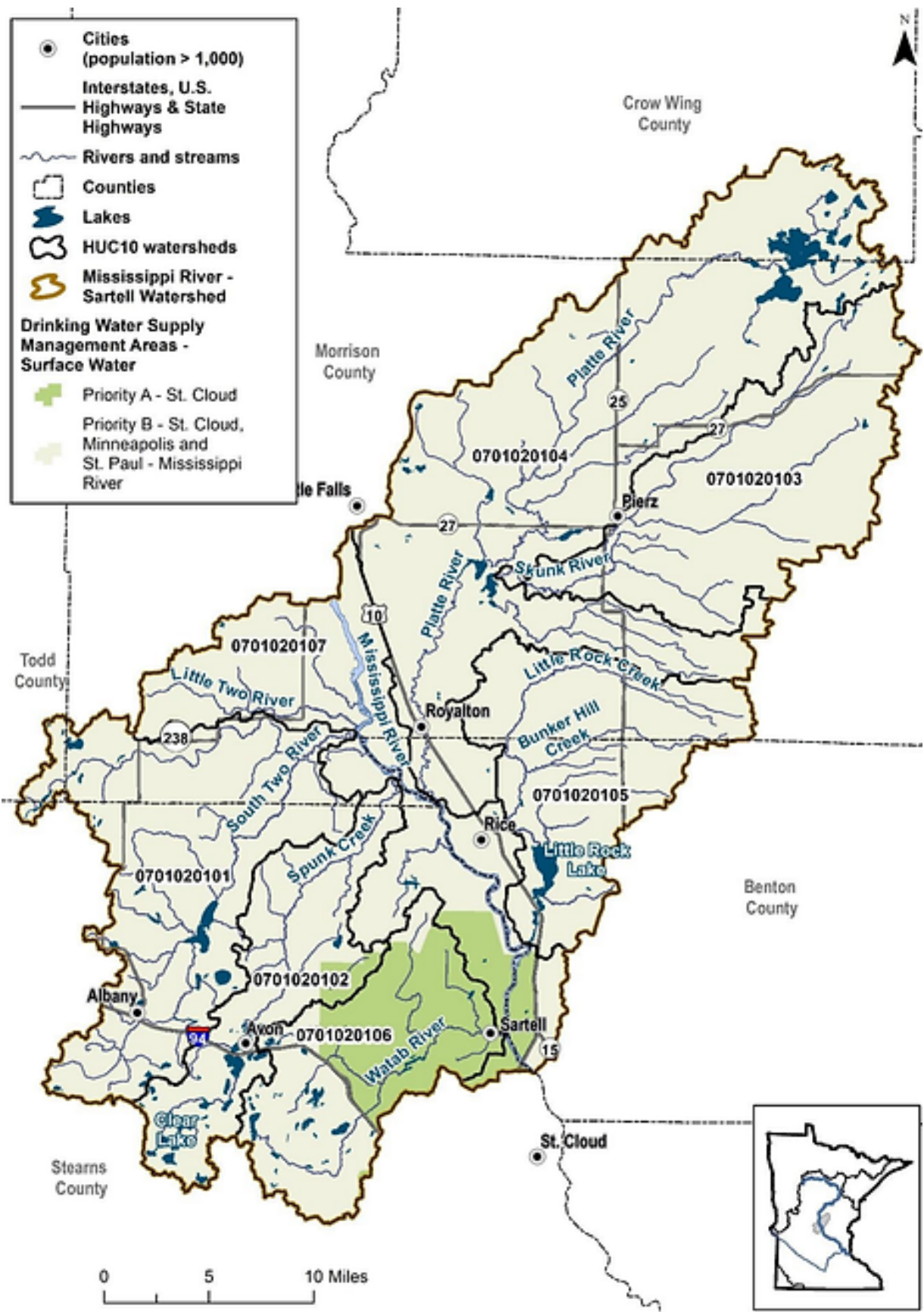


Figure 1. Planning Area

LGU	MOA Member	Contact Information	Acres of the jurisdictional land area of LGU in Watershed	Percentage of the jurisdictional land area of LGU in Watershed	Participation Requirement
Benton County	yes	Roxanne Achmann rachman@co.benton.mn.us	64657.7	24.50%	required
Benton SWCD	yes	Emily Forbord emily.forbord@mn.nacdnet.net			required
Mille Lacs Band of Ojibwe	yes	Perry Bunting Perry.bunting@millelacsband.com	TBD	TBD	optional
Morrison County	yes	Amy Kowalzek amyk@co.morrison.mn.us	363810.5	49.30%	required
Morrison SWCD	yes	Shannon Wettstein shannon.wettstein@morrisonswcd.org			required
Stearns County	yes	Becky Schlorf rebecca.schlorf@stearnscountymn.gov	200914.5	22.60%	required
Stearns SWCD	yes	Stephanie Hatzenbihler stephanie.hatzenbihler@mn.nacdnet.net			required

Table 1. Planning Partners

2. Summary of Scope of Services

The above-noted Steering Committee has identified a number of roles that need to be filled to complete the Mississippi River Sartell 1W1P Work Plan. Some roles are filled by the local partners. The roles of Meeting Facilitator and Plan Writer are to be filled by a CONSULTANT. This CONSULTANT will be expected to provide leadership and task execution while working with the local partners.

As part of the Plan Writer work the chosen CONSULTANT shall propose and lead a process for developing a Comprehensive Watershed Management Plan for the Mississippi River Sartell Watershed consistent with the work plan and the goals of the Mississippi River Sartell Watershed Partnership. This process should utilize tools accepted and recommended by BWSR for such analyses including, but not limited to: HSPF, Zonation Models, PTMapp, etc. Respondents are required to use the best available data.

Given the nature of this planning unit, multiple models may be needed for different sub-watersheds. Work is anticipated to be limited to watershed pollutant export/ fate and transport modeling. Riverine modeling for the Mississippi is not included at this time.

3. Submittal Requirements

- a. Submission of Proposals. Proposals shall be submitted via email (pdf preferred) or mail in a sealed envelope. Proposals shall be clearly marked "PROPOSAL FOR 1W1P PLAN WRITER/ FACILITATOR" on the email subject line or outside of the envelope, and shall be submitted to:

Shannon Wettstein
Morrison SWCD District Administrator
16776 Heron Rd
Little Falls, MN 56345
(320) 631-3553
shannon.wettstein@morrisonswcd.org

- b. Selection Schedule. The deadlines for this proposal process are listed in Table 1 below. MORRISON SWCD will notify proposer(s) of “Finalists Selection” date and “Interviews and Consultant Selection” date.

Milestone, Date, Time
RFP Issued March 5, 2025
RFP Questions Due March 14, 2025
RFP Questions Returned March 19, 2025
Proposals Due April 7, 2025 at 4pm
Finalists Selection: Mid April 2025
Interviews, and Consultant Selection: April 15-22, 2025
Award Project - Morrison SWCD Board Meeting April 2025

Table 2. Selection Schedule

- c. Questions. Questions relating to the project requirements and the contents of this RFP may be submitted to Shannon Wettstein, MORRISON SWCD, by email by the date published in Table 2. Response to all questions will be provided via email to all interested parties by the date published in Table 2.
- d. Contents of Submission. The following shall be provided within the proposal:
- i. Letter of Transmittal: Formal letter from the proposer prepared in standard business format. The letter should be brief, signed by the person who is authorized to commit the organization to perform the work included in the proposal and should identify all materials and enclosures included in the RFP response.
 - ii. Proposal Content (limit 10 pages):
 1. Give a brief description of your firm’s background
 2. Describe the proposed project team’s experience with similar projects (this section should include relevant project examples completed by members of your proposed team) .
 3. Describe your familiarity with the project area and natural resources issues that are present-specify issues you believe are significant.
 4. Describe your proposed technical approach to this project
 5. Describe your facilitation and public participation approach
 6. Identify the project team and their project role, including any sub consultants
 7. Identify project scope, include a specific description of deliverables and timeline for each project element identified
 8. Provide three (3) client references, including public agency and/or local government units, name of contact person, position, address and telephone number and a brief description of the services provided. References should be able to speak to the team proposed.
 - iii. Cost Proposal Spreadsheet: The Steering Committee has provided an Excel file which lists planning tasks and should be used to develop your cost proposal. Include materials, labor, tools, transportation and all else needed to complete each

item. Include staff name, role, hourly rates and level of effort for each task. CONSULTANTS must provide a quote for the work as described. It is imperative to review both the Cost Proposal Spreadsheet (Excel file) which summarizes tasks and the Work Plan which contains detailed task descriptions and deliverables. CONSULTANTS may, on a separate page, describe suggested minor alterations for the MORRISON SWCD to consider and how each change would impact the quote amount.

Within the proposal, the MORRISON SWCD has estimated some specific quantities and deliverables, such as the number of meetings needed to accomplish each task. The CONSULTANTS are encouraged to propose alternate scopes for the process and number of meetings required as alternates, as long as the unit cost per (virtual and/or in person meeting is listed, and the cost for the estimated meetings based on estimated quantities is also provided.

MORRISON SWCD expects that qualified consultants providing a proposal should have an awareness of planning processes sufficient to understand that actual hours may be greater or smaller for each task. Moreover, effective planners/facilitators can reduce the number of meetings or duration of each task by providing structure and materials prepared in advance.

- iv. Schedule Spreadsheet: Schedule Spreadsheet (separate Excel file). The Steering Committee has provided an Excel file which lists planning tasks and should be used to identify the CONSULTANTS proposed schedule.
 - v. Single page Resumes for Key Staff: Please provide resumes for key staff on the proposed project team.
 - vi. Conflict of Interest. The proposer must identify any potential conflict of interest it may have providing the services contemplated by this RFP. Please list previous projects and work done with project partners.
- e. General Information:
- i. Examination of RFP. By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve objectives for the project.
 - ii. Addenda/Clarifications. Any changes to this RFP will be made by written addendum. No verbal modifications will be binding.
 - iii. Pre-Contractual Expenses. Pre-contractual expenses are defined as expenses incurred by the proposer in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal; 3) negotiating with the Steering Committee on any matter related to this RFP; 4) any other expenses incurred by the proposer prior to the date of execution of the proposed agreement. The Steering Committee and MORRISON SWCD shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer in the preparation of their proposals.
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- iv. Exceptions and Deviations. Any exceptions to the requirements in this RFP must be included in the proposal submitted by the proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

- v. Contract Award. Issuance of this RFP and receipt of proposals do not commit the MORRISON SWCD, as fiscal agent on behalf of the Mississippi River Sartell Watershed Partnership, to select a CONSULTANT or otherwise award a contract, nor does it obligate the MORRISON SWCD to pay for any costs incurred in preparing and submitting proposals in anticipation of a contract. The MORRISON SWCD reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected proposer, should negotiations with the selected proposer be terminated, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.
- vi. Reserved Rights. The Steering Committee and MORRISON SWCD may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence of qualifications requested in this RFP. The MORRISON SWCD reserves the right to:
1. Reject any or all proposals if such action is in the public interest;
 2. Cancel the entire RFP;
 3. Issue a subsequent RFP; or Addenda to the initial RFP
 4. Remedy technical errors in the RFP process;
 5. Appoint an evaluation committee to review the proposals;
 6. Establish a short list of proposers eligible for interview after evaluation of written proposals;
 7. Extend the deadline or accept late proposals under extenuating circumstances at its discretion;
 8. Negotiate with any, all, or none of the proposers; and
 9. Reject and replace one or more subcontractors.
- vii. Independent Contractor Status. The selected CONSULTANT will be an independent consultant and nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between Steering Committee, MORRISON SWCD and the selected CONSULTANT.
- viii. Contract Structure. CONSULTANTS will be required to enter into a contract with MORRISON SWCD, as fiscal agent for the Mississippi River Sartell Watershed Partnership, defining the parties' roles in the plan writing process and describing further duties that may be agreed upon. The anticipated standard contract and insurance terms and conditions that will be used are attached to this RFP as **Exhibit C.**
- ix. Public Information. Data submitted in response to a Request for Proposals are private or nonpublic data until the responses are opened. Once the responses are opened, the name of the responder becomes public. All other data in a responder's response to a Request for Proposals are private or nonpublic data until completion of the selection process. "Completion of the selection process" means that MORRISON SWCD has entered into a contract with the CONSULTANT. After the Steering Committee has completed the selection

process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response. Proposals submitted in response to an RFP become the property of the Steering Committee and MORRISON SWCD and will not be returned. This RFP is not an implied offer to do business. The MORRISON SWCD reserves the right to accept or reject any response, or portion thereof, or to accept none of the responses. The MORRISON SWCD may cancel this RFP at any time. This RFP and project are contingent upon the awarding of grant funds from the BWSR. MORRISON SWCD reserves the right to distribute an amended copy of this RFP to all prospective bidders should any alterations be made to the scope of work after the initial RFP distribution. A CONSULTANT wishing to receive any amended RFP must inform Shannon Wettstein by email of their interest.

4. Selection Criteria

- a. Criteria for Award. Award shall be made to the responsible CONSULTANT whose informational response is determined to be the most advantageous to the Steering Committee, taking into consideration costs and the level of services provided. Responses will be on the following factors:
 - i. The Proposer's qualifications and experience with Watershed Based Planning, 1W1P program and local knowledge/experience.
 - ii. The Proposer's experience in facilitating, coordinating and developing plans for multi-partner groups.
 - iii. The Proposer's demonstrated understanding of the Steering Committee needs as outlined in the RFP and the quality of the proposal:
 1. Technical Approach
 2. Facilitation Approach
 - iv. The Proposer's team. Relevant project examples provided should be limited to those where the team proposed were deeply involved.
 - v. The Proposer's understanding of the state and federal grant process and a commitment to supporting the Steering Committee developing a State-approved CWMP and the proposer's approach.
 - vi. The Proposer's ability to complete the project in a timely and cost-effective manner.
 - vii. Supplemental points will be awarded to applicants who are MNUCP-Certified disadvantaged business enterprises to align with the State of Minnesota goal to increase participation of women and minority owned business in state contract procurement. If proposer(s) is claiming Disadvantaged Business Enterprise (DBE), include certification by MN Unified Certification Program in proposal.
- b. Process. Proposals will be reviewed by the Steering Committee and narrowed down to selected finalist candidates. Finalist candidates will be identified during a Steering Committee meeting. It is recommended that each firm's primary contact person be available via phone should the Steering Committee have questions for them. The exact date and time for that meeting will be provided by addenda to this RFP when it is available. Finalist candidates will be interviewed by the Steering and Policy Committees on dates listed in Table 1 of this RFP. The Policy Committee shall then recommend a CONSULTANT to the MORRISON SWCD Board of Supervisors. The MORRISON SWCD Board of Supervisors is expected to make a final selection at their April 2025 Board Meeting. Submitters will be notified of changes in dates in writing.

The scoring sheet to be used by the Steering Committee to evaluate proposals.
 Scoring sheet included below:

RFP Element	Max Points
Qualifications/ Experience of Firm	
Watershed Based Planning Experience	10
1W1P Experience	10
Local Knowledge/ Experience	10
Project Manager/ Personnel Qualifications, Experience	
Project Manager	25
Facilitator	25
Team	10
Staff Contingency Planning	5
Approach	
Technical Approach	15
Facilitation Approach	15
Process	
Schedule	10
Budget	10
DBE	5
Total	150

Disposition of Proposals with regard to the MN Data Practices Act

MORRISON SWCD, the Steering Committee, and Local Partners will comply with MN Statutes 13.591 with regard to data within proposals. The CONSULTANT shall expect that the entirety of their proposal will be viewed by the MORRISON SWCD, the Steering Committee, and/or Local Partners for the purposes of consultant selection. The entirety of the proposal shall be private or non-public data until the time and date when proposals are due, at which time the CONSULTANT's name and proposed fee become public. After completion of the selection process all remaining data within the proposal are public except trade secret data as defined and classified by MN Statutes 13.37.



One Watershed One Plan

Mississippi River Sartell Watershed Plan Development: Work Plan

This work plan outlines tasks for developing a comprehensive watershed management plan through the Board of Water and Soil Resources' (BWSR) One Watershed, One Plan program. The work plan is designed to reflect the One Watershed, One Plan Operating Procedures and Plan Content Requirements. Suggested start dates may not be in sequential order due to the overlapping nature of the tasks.

This document, along with a budget and a timeline reflecting the work plan tasks, are required in order to receive a BWSR planning grant through the One Watershed, One Plan program.

Grant Title: 2024 Mississippi River Sartell One Watershed, One Plan Planning Grant

Grant ID:

Fiscal Agent/Grantee: Morrison SWCD, Shannon Wettstein

Administrative Lead (project coordinator): Stearns SWCD, Stephanie Hatzenbihler

Phase 1: Pre-Planning

Task 1.1: Develop Grant Work Plan, Budget, and Timeline

1W1P Policy:	BWSR Grants Policy	
Lead:	Project Coordinator, Fiscal Agent	
Support:	Steering Committee, Policy Committee	
Start Date:	September 2024	
Completion Date:	March 2025	
Subtasks:	.1	Fill out a narrative work plan (this document), deciding who will lead on each step.
	.2	Adapt the BWSR-provided timeline spreadsheet to state tasks and completion dates, including details for subtasks
	.3	Adapt the BWSR-provided budget spreadsheet for the planning process. Check in with BWSR Board Conservationist on draft budget
	.4	LGU staff review the Work Plan with PC representatives.
	.5	Submit the documents from subtasks 1-3 to BWSR Board Conservationist for review and approval
	.6	Upload work plan documents in eLINK and populate eLINK work plan
Objectives:	Collaborative members understand, discuss, and agree on the tasks, sequencing, approximate timing and budget for the planning process.	
Deliverables:	A BWSR approved work plan including word document, excel documents, and eLINK work plan	

Task 1.2: Local Partner Work Agreements, Policy Committee

1W1P Policy:	Operating Procedures IV.A.1	
Lead:	Steering Committee	
Support:	Policy Committee	
Start Date:	September 2024	
Completion Date:	End of planning process	
Subtasks:	.1	Memorandum of Agreement reviewed and considered by each participating LGU in the collaborative
	.2	Establish Policy Committee with approved operating procedures
	.3	Establish Steering Committee (done by policy committee)

	.4	Establish Advisory Committee(s) (done by policy committee)
	.5	Coordinate all committee meetings, including preparation and maintenance of distribution lists, preparation and distribution of meeting notices and agendas, publication of required legal notices, recording of meeting notes/minutes
Objectives:		Membership, roles, responsibilities, and expectations for participation in committee, team, or work group explicitly described
		Broad range of stakeholder participation to ensure an integrated approach to watershed management
		Meet goals and requirements identified in statute for public and stakeholder participation for existing local water plans
Deliverables:		MOA finalized and entered. Policy Committee operating procedures approved, committees formed.
		For all Policy Committee, Steering Committee, and Advisory Committee(s) meetings, agendas are distributed prior to each meeting and draft meeting minutes made available following each meeting.

Task 1.3: Notify Plan Review Authorities

1W1P Policy:	Operating Procedures IV.A.2 Operating Procedures IV.A.4	
Lead:	Project Coordinator	
Support:	Steering Committee, Policy Committee	
Start Date:	December 2024	
Completion Date:	May 2025	
Subtasks:	.1	Compile a list of review authorities/ stakeholders
	.2	Write and send a formal notification of intent to prepare a watershed plan, which includes an invitation to submit priority issues and concerns to be addressed in the plan, and establishes a 60-day comment period.
Objectives:		Plan review authorities are notified of the planning process and have an opportunity to provide input.
Deliverables:		List of plan review authorities and stakeholders, formal notification sent.
		Plan review authorities' input gathered and compiled.

Task 1.4: Hire Consultants

1W1P Policy:	No policy reference. This step is optional.	
Lead:	Fiscal Agent, Steering Committee	
Support:	Policy Committee	
Start Date:	December 2024	
Completion Date:	May 2025	
Subtasks:	.1	Determine what planning tasks will be completed “in-house” by the collaborative members and what tasks will be contracted to entities “outside” of the collaborative members (e.g., facilitation, plan writing, technical analysis)
	.2	Develop a scope of services for each consultant
	.3	Develop and distribute RFQ/RFP/RFI content for professional consultant tasks, develop qualification rating method and process
	.4	Manage the process of reviewing and ranking consultant responses according to method. If needed, interview consultants based on ranking.
	.5	Select and negotiate contract with selected consultant(s) (policy committee)
Objectives:	Consultant(s) selected to help the collaborative develop the comprehensive watershed management plan	
Deliverables:	Request, selection process, negotiated contract	

Task 1.5: Outreach, Kickoff, Orientation

1W1P Policy:		
Lead:	Project Coordinator, Outreach Coordinator	
Support:	Steering Committee, Policy Committee	
Start Date:	September 2024	
Completion Date:	End of planning process	
Subtasks:	.1	Develop and implement method(s) to obtain public participation in plan development determined by the steering team and approved by the policy committee, such as, but not limited to: community surveys, events/workshops with specific interest groups, advisory committees, etc. (<i>not required</i>)
	.2	Plan and carry out a public kickoff meeting, including publishing a meeting notice to meet the requirements of MN Statutes §103B.313, Subd. 3.

	.3	Complete an outline of what the plan will contain for use in public participation and engagement efforts
Objectives:		Better watershed orientation, understanding, discussion, and prioritization (not intended to be exhaustive, but rather a compilation for the purposes of understanding current priorities and goals for the watershed)
		Stakeholders are invited to participant in the planning process and have opportunities to provide input and collaborate
Deliverables:		Outreach materials that outlines of plan contents for use in the public information/input process
		A report (e.g., narrative/table/spreadsheet) that summarizes public participation efforts and the information/input received from stakeholders
		Public meeting held and documented

Phase 2: Draft Plan

Task LSP: Landscape Stewardship Plan

1W1P Policy:	No policy reference. This step is optional.	
Lead:	Project Coordinator, Plan Writer	
Support:	Steering Committee, Advisory Committee(s), Policy Committee	
Start Date:	July 2025	
Completion Date:	April 2026	
Subtasks:	.1	Hire consultants to develop Landscape Stewardship Plan
	.2	Participate in LSP development process
	.3	Incorporate LSP into CWMP
Objectives:	Create a Landscape Stewardship Plan and incorporate the findings in the CWMP priority issues, measurable goals, implementation schedules, etc.	
Deliverables:	Landscape Stewardship Plan for the MRSW	

Task 2.1: Aggregate Watershed Information

1W1P Policy:	Operating Procedures IV.A.3
Lead:	Plan Writer
Support:	Steering Committee
Start Date:	April 2025
Completion Date:	July 2025

Subtasks:	.1	Aggregate data, issues, goals, strategies, actions (e.g., existing local water plans, input received from review agencies, TMDL studies, WRAPS, and other local and agency plans)
	.2	Identify gaps in existing data
	.3	Complete an outline of what the plan will contain for use in public information/input process
Objectives:		Better watershed orientation, understanding, discussion, and prioritization (not intended to be exhaustive, but rather a compilation for the purposes of understanding current priorities and goals for the watershed)
Deliverables:		A document (e.g., narrative/table/spreadsheet) that summarizes issues, goals, strategies, actions, and clearly identifies gaps
		An outline of plan contents for use in the public information/input process

Task 2.2: Write the Land Water Resources Narrative

1W1P Policy:	Plan Content Requirements III.B	
Lead:	Plan Writer	
Support:	Technical Advisory Committee, Advisory Committee(s)	
Start Date:	April 2025	
Completion Date:	August 2025	
Subtasks:	.1	Gather maps, inventories, and data about the watershed, including information from Task 2.1
	.2	Use aggregated information to create the land and water resources narrative to better inform subsequent tasks
	.3	Create other materials (e.g., presentations, posters, story maps) to communicate the story of the watershed
	.4	Review draft with committees as needed
Outcomes:		Better watershed orientation, understanding, discussion, and prioritization
Deliverables:		A draft land and water resources narrative
		Other materials (e.g., presentations, posters, story maps) that summarize land and water information, to be shared with policy committee and/or at public information meetings, including the public kickoff meeting.

Task 2.3: Identify and Prioritize Resources and Issues

1W1P Policy:	Plan Content Requirements III.C	
Lead:	Facilitator, Plan Writer	
Support:	Steering Committee, Technical Advisory Committee, Advisory Committee(s), Policy Committee	
Start Date:	June 2025	
Completion Date:	October 2025	
Subtasks:	.1	Determine the process(es) that will be used to complete this step.
	.2	Review, aggregate and summarize issues from existing local plans, studies, and information; feedback received from initial notifications to the plan review authorities and stakeholders; and the initial planning meeting.
	.3	Work with advisory committees to identify and draft issue statements that reflect problems or opportunities to be prioritized.
	.4	Create, apply, and document in plan the method(s) used to prioritize the identified issues.
	.5	Manage policy committee agreement on the priority issues that will be addressed in the 10-year plan.
	.6	Identify priority areas where the priority issues will be addressed.
Objectives:	The planning collaborative discusses and determines priorities to be addressed in the plan based on data and information as well as local values gathered through the initial input process.	
Deliverables:	A draft list of agreed upon priority issues for the watershed for the ten-year timeframe of the plan, drafted into plan.	
	Draft map(s) of priority areas for focusing implementation during the ten-year timeframe of the plan	

Task 2.4: Establish Measurable Goals

1W1P Policy:	Plan Content Requirements III.D
Lead:	Facilitator, Plan Writer
Support:	Technical Advisory Committee, Advisory Committee(s), Policy Committee
Start Date:	August 2025
Completion Date:	May 2026

	.1	For each issue, describe the desired future condition (aka long term goal). This goal may not be achievable during the ten year time frame of the plan.
	.2	Determine what modeling approaches or tools will be used to estimate the progress that can be made toward the long term goal in the ten year plan period.
	.3	Select indicators that will be used to describe progress toward the long term goal (complete after task 2.5.1 – selection of implementation approaches – because some indicators may be outputs, not outcomes)
	.4	Apply the approach identified in 2.4.2 to calculate the measurable goal for the 10 year plan period (complete after task 2.5.4 – implementation schedule - because you can't know how far you can get until you estimate how much you will do)
Objectives:		The planning collaborative establishes a shared understanding of a desired future and a realistic estimate of how much progress can be made in the 10-year timeframe of the plan
Deliverables		A draft of clearly stated goals that describe a desired future condition and an estimate of the pace of progress that can be achieved by implementing the actions listed in the plan

Task 2.5: Develop a Targeted Implementation Schedule

1W1P Policy:	Plan Content Requirements III.E	
Lead:	Facilitator, Plan Writer	
Support:	Technical Advisory Committee, Advisory Committee(s), Policy Committee	
Start Date:	August 2025	
Completion Date:	May 2026	
Subtasks:	.1	Determine the types of actions that will be most cost effective and yield the greatest natural resource benefits given the priority issues for the plan.
	.2	Identify approach/es (model, tool etc.) that will be used to target implementation practices to the most important areas.
	.3	<u>Estimate</u> the amount of funding that will be available to the collaborative based on current expenditures in the watershed and anticipated grants
	.4	Create an implementation schedule that describes local water management activities, assigns responsibilities, and identifies a timeframe for implementation over the 10-year plan period.
Objectives:	The planning collaborative discusses the most appropriate, cost effective, multiple-benefit implementation actions to address the	

		plan goals, estimates a realistic level of implementation based on anticipated future funds, and commits to contributing local resources (time, money, equipment, etc.) to implementing the plan.
Deliverables:		Draft implementation schedule with targeted and measurable actions and capital improvements. Schedule includes a description of each action/project, location, responsibility, cost, schedule, potential funding sources of the action, and how the outcomes of the action will be measured.

Task 2.6: Describe Implementation Programs

1W1P Policy:	Plan Content Requirements III.F	
Lead:	Facilitator, Plan Writer	
Support:	Technical Advisory Committee, Advisory Committee(s), Policy Committee	
Start Date:	February 2026	
Completion Date:	May 2026	
Subtasks:	.1	Compile information about existing implementation programs from each collaborative. Identify commonalities, gaps, and opportunities to collaborate.
	.2	Describe the various implementation programs (cost share, regulatory, capital improvements, operations, data collection, public participation) that will be needed to achieve the plan goals and carry out the actions described in the previous sections.
	.3	Describe who will carry out the programs and incorporate appropriate elements into the targeted implementation schedule if applicable. (collaborative members may want to list new programs as part of the targeted implementation program, while ongoing programs being done by individual collaborative members may not be priorities in the watershed planning collaborative).
Objectives:	The collaborative thoughtfully discusses what kinds of programs will be most effective and appropriate for the watershed. Ideally, discussions result in a commitment to develop and carry out programs as a watershed collaborative.	
Deliverables:	A draft description of implementation programs that will be carried out by the collaborative and/or its members.	

Task 2.7: Determine Organizational Arrangement for Plan Implementation

1W1P Policy:	Plan Content Requirements III.G; Operating Procedures IV.B.3	
Lead:	Policy Committee	
Support:	Steering Committee, Facilitator	
Start Date:	March 2025	
Completion Date:	June 2026	
Subtasks:	.1	Introduce the concept of plan administration and coordination, including laying out a range of options for implementation agreements
	.2	Draft any required formal agreement documents (e.g. joint powers agreement), if necessary
	.3	Manage review of formal agreements by MCIT and/or local legal counsel
Objectives:	The planning collaborative discusses and agrees to the most appropriate organizational structure to fit their needs and to implement the plan.	
Deliverables:	Draft formal agreement documents, including identification of fiscal agent if appropriate and sub-agreements needed to carry out collaborative programs described in the plan.	

Task 2.8: Write Plan Final Review Draft

1W1P Policy:	Plan Content Requirements III.A Operating Procedures IV.B	
Lead:	Plan Writer	
Support:	Advisory Committee(s), Policy Committee	
Start Date:	May 2026	
Completion Date:	October 2026	
Subtasks:	.1	Compile drafted sections of the plan; review drafts to ensure they meet all plan content requirements
	.2	Write an executive summary
	.3	Manage <i>internal</i> review among watershed partner entities, committee members (internal review may be continuous as plan sections are drafted.)
	.4	Prepare final draft for formal review
	.5	Manage policy committee approval of final draft for formal review
Objectives:	Planning collaborative has the opportunity to view all draft sections of the plan together as one document and to have	

		internal discussions about any unresolved items prior to the formal review process.
Deliverables:		Final plan draft prepared for informal and formal review.

Phase 3: Plan review and submission

Task 3.1: Conduct Formal Review

1W1P Policy:	Operating Procedures IV. C	
Lead:	Steering Committee	
Support:	Policy Committee, Advisory Committee(s), Plan Writer	
Start Date:	October 2026	
Completion Date:	March 2027	
Subtasks:	.1	Submit plan to plan review authorities for 60-day formal review; submit draft electronically (<i>or</i>) submit paper copies if requested; provide website copy of draft for review
	.2	Develop and provide process for stakeholder comments
	.3	Write responses to comments received during 60-day review
	.4	Incorporate changes suggested during the comment period into the draft plan
	.5	Schedule one or more hearing date(s) and location(s); send notice(s) with agenda
	.6	Provide the responses to comment to BWSR, other state review agencies, and anyone who provided comments 10 days before the public hearing. BWSR will post the responses to comments on the BWSR website.
	.7	Policy committee members: Attend, conduct, and present plan and review comments summary at hearing
	.8	Post hearing minutes in a public location (e.g., web page)
Objectives:	Provide the opportunity for any stakeholders to review the draft plan and comment on the draft plan, in writing and in a public setting. Ideally, the advisory committee represented key stakeholders throughout the process so that formal comments on the plan do not result in the need to make major changes at this point in the process.	
Deliverables:	Draft plan reviewed by review authorities and/or local governments. Comments received and compiled. Comment summary and responses made available as required.	

		Plan review process administered as outlined in the memorandum of agreement as well as statute and rule.
		Meeting minutes documenting the public hearing

Task 3.2: Write Final Plan and Submit to BWSR

1W1P Policy:	Operating Procedures IV. C and D	
Lead:	Steering Committee	
Support:	Policy Committee, Plan Writer	
Start Date:	Mar 2027	
Completion Date:	Jul 2027	
Subtasks:	.1	Make final plan revisions
	.2	If required by the memorandum of agreement, support the approval of plan by each local government participant
	.3	Manage policy committee approval of final plan for BWSR review
	.4	Submit the final plan, revised responses to comments, and the changes incorporated as a result of the review process to BWSR
	.5	Attend and make presentations at BWSR regional committee, board meeting, and other meetings as required to support BWSR plan review
	.6	If needed, manage appeals and dispute of plan decision (following existing authorities and procedures of BWSR Board).
Objectives:		The input gathered during the plan review process results in improvements to the plan or dialogue explaining why input was not incorporated.
		The collaborative has the opportunity to present their plan to the BWSR Board and make the case for approval of the plan.
Deliverables:		Final plan draft prepared for final review and approval.
		Board approves or disapproves a plan based on determination of compliance with plan content and operating procedures.

Task 3.3: Adopt Plan Locally

1W1P Policy:	Operating Procedures IV.E	
Lead:	Steering Committee	
Support:	Policy Committee	
Start Date:	July 2027	
Completion Date:	Within 120 days of BWSR approval	

Subtasks:	.1	Support the final plan adoption by the local plan authority(ies) within 120 days of BWSR Board approval by presenting the plan to individual local governments and preparing resolutions and other materials necessary for the process
	.2	Send copies of resolutions to adopt the plan to BWSR in order to be eligible for grants for plan implementation
Objectives:		Local governments in the collaborative signal their intent and commitment to implementing the plan by adopting it as their local plan for the part of their jurisdiction that lies in the planning boundary.
Deliverables:		Plan adopted for implementation by all participating local units of government

Task 3.4: Grant Reporting

1W1P Policy:	One Watershed, One Plan Grants Policy (this task only applies to groups with planning grants)	
Lead:	Fiscal Agent	
Support:	Steering Committee	
Start Date:	March 2025	
Completion Date:	Annual: February 1 st (during grant) Post-grant: when plan is completed and grant agreement requirements are fulfilled	
Subtasks:	.1	Submit required grant reports in eLink
	.2	Prepare and submit audit as required by MOA
	.3	Provide periodic reports to policy committee
	.4	Submit final grant report in eLink and other formats as required
Objectives:		BWSR and local governments fulfill responsibilities associated with accountability for state funds, consistent with state grant policy, rule, and statute.
Deliverables:		Documented progress towards work plan tasks; grant agreement requirements met

EXHIBIT B
STANDARD TERMS AND INSURANCE REQUIREMENTS

1. TERM.

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on the date that all obligations have been fulfilled and all deliverables have been approved by MORRISON SWCD.

2. DUTIES OF CONSULTANT.

2.1 Nature of Duties. Consultant shall provide the various professional and consulting services for the development of a 1W1P for the Mississippi River Sartell Watershed Planning Group, including plan facilitation and plan writing, and shall provide project documentation and other deliverables, all as described on **Exhibit A** and incorporated into this Agreement by reference (the "Services"). Consultant shall confer with MORRISON SWCD's Authorized Representative as often as is necessary in connection with the services to be performed under this Agreement.

2.2 Personnel. All work that Consultant is to perform shall be performed by competent and qualified personnel. CONSULTANT will have primary responsibility for the work under this Agreement on behalf of Consultant and will serve as Consultant's primary contact with MORRISON SWCD. Consultant shall not change the person primarily responsible for performing the work under this Agreement without the approval of MORRISON SWCD's Authorized Representative, which shall not be unreasonably withheld.

2.3 Project Timing. Consultant acknowledges that MORRISON SWCD is of the essence to this Agreement. All services and information to be performed or furnished under this Agreement shall be performed or furnished prior to the end date of the BWSR grant.

2.4 Schedule Adjustments.

2.4.1 For delays encountered that are beyond Consultant's control, and upon written request from Consultant, MORRISON SWCD's Authorized Representative will negotiate an adjustment to the Project schedule set forth in this Agreement. Delays that are beyond Consultant's control shall be "force majeure events" such as unusually severe weather, fire floods and other acts of God, labor disputes and acts of war or terrorism. Consultant shall use all reasonable efforts to minimize the duration and consequence of any delay resulting from a force majeure event and will give MORRISON SWCD prompt notice of such event.

2.4.2 Consultant shall promptly notify MORRISON SWCD's Authorized Representative if the work required will not be completed as scheduled for any

reason other than a delay described in Section 2.4.1. MORRISON SWCD's Authorized Representative will have the authority to adjust the schedule in writing, in the sole discretion of MORRISON SWCD's Authorized Representative.

2.5 Standard of Care for Work. In performing the work under this Agreement, Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

3. ITEMS PROVIDED BY MORRISON SWCD.

At the request of Consultant, MORRISON SWCD will furnish any necessary data or materials in its possession relating to the services to be performed that may be of use to Consultant in performing the work. All data or materials provided to Consultant will remain the property of MORRISON SWCD and must promptly be returned to MORRISON SWCD upon expiration or termination of this Agreement.

4. PAYMENT TO CONSULTANT.

4.1 Rates and Contract Maximum. For services satisfactorily completed in accordance with this Agreement, MORRISON SWCD shall pay Consultant in accordance with the hourly rates and charges provided in the Fee Schedule attached as **Exhibit B** and incorporated herein by reference. Compensation for Services performed by any approved subcontractor will be for the actual costs to be paid by Consultant for the Services of the subcontractor. Notwithstanding any provision to the contrary, the total compensation payable to Consultant for Services and expenses under this Agreement shall not exceed \$200,000.00 (the "Contract Maximum"). In the event MORRISON SWCD requests additional services that would require payment in excess of the Contract Maximum, Consultant shall not proceed until such time as MORRISON SWCD has approved such modification or addition by written amendment to this Agreement.

4.2 Payment of Costs. Reimbursable expenses may be charged only to the extent such services are requested by MORRISON SWCD and only in the amounts specified in **Exhibit B**. No additional charges for expenses or reimbursements will be allowed without the prior written authorization of MORRISON SWCD's Authorized Representative.

4.3 Billing by Consultant. The amounts to be paid under this Agreement shall be paid only if work has been satisfactorily performed as determined by MORRISON SWCD's Authorized Representative and consistent with the amounts set forth in **Exhibit B**. Consultant shall submit an invoice at progress intervals during completion of the work, in a form acceptable to MORRISON SWCD's Authorized Representative. Consultant shall include with its invoices a report of tasks performed, and the deliverables and all other documents and records relating to the project task that has been completed and for which Consultant is submitting an invoice.

4.4 Payment by MORRISON SWCD. Within thirty-five (35) days of the approval of the invoice by MORRISON SWCD, MORRISON SWCD shall mail payment of the approved amount to Consultant for all services satisfactorily performed or make reasonable arrangements for payment acceptable to Consultant. No claim for expenses or services not specifically provided for herein shall be honored by MORRISON SWCD. Amounts disputed need not be paid until the dispute is resolved.

5. POINTS OF CONTACT.

5.1 Shannon Wettstein shall serve as MORRISON SWCD's Authorized Representative and as the liaison with Consultant. MORRISON SWCD shall have the right to change its Authorized Representative from time to time and shall inform Consultant of any such change. The Authorized Representative shall have the express authority to make all contacts with Consultant on behalf of MORRISON SWCD and to instruct Consultant to perform the various services described in this Agreement and as otherwise requested by MORRISON SWCD. Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to MORRISON SWCD's Authorized Representative, by mailing or delivering them to:

Shannon Wettstein
MORRISON SWCD District Manager
16776 Heron Rd
Little Falls, MN 56345
(320) 631-3553
shannon.wettstein@morrisonswcd.org

5.2 The Mississippi River Sartell Watershed 1W1P Project Coordinator Stephanie Hatzenbihler of STEARNS CONSERVATION DISTRICT, shall serve as the day-to-day contact for CONSULTANT. MORRISON SWCD will provide assistance to Project Coordinator on direction, guidance and oversight in collaboration with other local partners.

5.3 The Mississippi River Sartell Watershed 1W1P MOA outlines roles which will be filled by local partners including SWCD's, counties and watershed organizations with which the MORRISON SWCD has or will have a contractual relationship for those roles. The CONSULTANT can expect that those roles will be filled as described in the MOA.

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall Consultant, its employees, representatives or subcontractors be considered employees, agents or representatives of MORRISON SWCD. Consultant is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Consultant shall, at its expense, secure all personnel

required to perform the services under this Agreement. Any and all personnel of Consultant or other persons engaged in the performance of any work or services required by Consultant will have no relationship with MORRISON SWCD and will not be considered employees of MORRISON SWCD. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from MORRISON SWCD, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

6.2 No Agency. Consultant shall have the authority to act on behalf of MORRISON SWCD only to the extent expressly provided for in this Agreement, unless otherwise modified by the parties in writing. MORRISON SWCD will not assume or accept any agreement, representation, commitment or warranty made by Consultant, nor shall MORRISON SWCD be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of Consultant's conduct or caused by Consultant's negligence, willful act, or failure to act.

6.3 Publicity. Any publicity regarding the subject matter of this Agreement must identify the Minnesota Board of Water and Soil Resources as a sponsoring agency and display the Clean Water Legacy Logo. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices.

6.4 Assignment and Subcontracting. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior consent of MORRISON SWCD's Authorized Representative. Consultant shall be responsible for the performance of its work under this Agreement. Consultant shall not enter into subcontracts for performance of services described in this Agreement unless such subcontract and services have been approved by MORRISON SWCD's Authorized Representative. Consultant shall be responsible for all services rendered by any subcontractor and shall be responsible for all payments owed to any subcontractor. Consultant shall provide copies of subcontracts at the request of MORRISON SWCD's Authorized Representative.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. Consultant shall comply with the insurance requirements set forth in **Exhibit C**, attached to this Agreement and incorporated herein by reference.

7.2 Indemnification. Consultant agrees to indemnify and hold harmless MORRISON SWCD and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by Consultant (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of Consultant, its agents,

employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Consultant (and/or any subcontractors) pursuant to this Agreement are work products of MORRISON SWCD and shall be the property of MORRISON SWCD. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant shall furnish MORRISON SWCD with all products upon completion of the work, and at any other time as requested by MORRISON SWCD. Consultant may retain copies of all such work products and related documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without MORRISON SWCD's consent. No reports, documents, drawings or other information that are generated under this Agreement shall be released by Consultant, its agents, personnel, employees or subcontractors except as required to be released by the Minnesota Data Practices Act or with the approval of MORRISON SWCD's Authorized Representative.

8.2 Data Practices. Consultant and its employees, agents, successors and assigns must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to Consultant by MORRISON SWCD under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. If Consultant receives a request to release data pursuant to this Section 8.2, Consultant shall notify MORRISON SWCD immediately. Consultant's response shall comply with applicable law.

8.3 Private and Confidential Data. Consultant and its employees, agents, successors and assigns shall comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Ch. 13) and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality. Consultant further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

9. AUDIT.

Consultant shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Consultant shall allow MORRISON SWCD or other persons or agencies authorized by MORRISON SWCD, including the Legislative or State Auditor, access to the records of Consultant at reasonable hours, including all books, records, documents, and accounting procedures and practices of Consultant relevant to the subject matter of the Agreement, for purposes of audit.

10. NON-CONFORMING SERVICES AND WAIVER.

The acceptance by MORRISON SWCD of any non-conforming services under the terms of this Agreement or the foregoing by MORRISON SWCD or any of the rights arising under the terms of this Agreement shall not constitute a waiver of MORRISON SWCD's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of MORRISON SWCD provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

12. DISPUTES.

MORRISON SWCD's Authorized Representative will be the initial interpreter of the requirements of this Agreement and will determine the acceptability of the work to be provided hereunder. All claims, disputes and other matters relating to the acceptability of the work must be referred to MORRISON SWCD's Authorized Representative in writing with a request that a formal decision be made within a reasonable period of time. Written notice of each claim, dispute or other matter must be delivered to MORRISON SWCD's Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute or other matter. All data supporting the claim, dispute or other matter must be submitted to MORRISON SWCD's Authorized Representative within 45 days of the event, unless MORRISON SWCD's Authorized Representative allows for additional time based on the availability of complete and accurate data. Consultant shall continue to perform while the claim or dispute is pending. The issuance of a decision by MORRISON SWCD's Authorized Representative shall be a condition precedent to

Consultant's exercise of the rights and remedies Consultant may have under this Agreement or at law with respect to the claim, dispute or other matter.

13. TERMINATION AND SUSPENSION.

This Agreement may be suspended or terminated by MORRISON SWCD if Consultant violates any of the terms or conditions of this Agreement as determined by MORRISON SWCD. Consultant may suspend or terminate this Agreement if MORRISON SWCD fails to make timely payments of amounts due and owing pursuant to Section 5. In the event either party intends to exercise its right to suspend or terminate this Agreement, the party shall first provide thirty (30) written notice to the other party citing with specificity the item or items of default and notifying such party that it has thirty (30) days within which to cure the default. If the default has not been cured within the thirty (30) day period, the non-defaulting party may: (a) suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue performance under this Agreement; or (b) terminate this Agreement by providing written notice specifying the date upon which termination becomes effective.

14. SURVIVAL.

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 7 (Insurance and Indemnification); 8 (Records and Information); 9 (Audit); 15.3 (Governing Law; Jurisdiction; Venue).

15. GENERAL PROVISIONS.

15.1 Entire Agreement; Amendments; Conflicts. This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

15.2 Compliance with Applicable Law. Consultant agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Consultant's performance of the provisions of this Agreement. It shall be Consultant's obligation to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

15.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Morrison. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

15.4 Debarment. Consultant certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. Consultant's certification is a material representation upon which MORRISON SWCD's approval of this Agreement is based. Consultant shall provide immediate written notice to MORRISON SWCD's authorized representative if at any time Consultant learns that this certification is erroneous or becomes erroneous due to changed circumstances.

15.5 Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant agrees that it will comply with Minn. State § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. Consultant and all of its subcontractors will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to factors stated in Minn Stat. § 363A.08. Such actions shall include, but not be limited to, the following: hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment.

15.6 Payment of Prevailing Wages. Consultant agrees that Consultant's employees and that the employees of any subcontractors who fall within any job classification established and published by the Minnesota Department of Labor & Industry, if any, shall be paid at a minimum, the prevailing wages rates as certified by that Department.

15.7. Withholding. Consultant shall comply with all applicable requirements set forth in Minn. Stat. § 270C.66. Consultant shall submit a Certificate of Compliance from the Minnesota Commissioner of Revenue documenting its own compliance and documenting compliance of any subcontractor with Minn. Stat. § 290.92 with its claim for final payment for services rendered under this Agreement, if applicable. Consultant acknowledges that it shall not be entitled to final payment for services and expenses rendered under this Agreement until such document is submitted in approved form to MORRISON SWCD, if applicable.

15.8 Conflict of Interest. Consultant affirms that, to the best of Consultant's knowledge, Consultant's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. Consultant agrees that, should any conflict or potential conflict of interest become known to Consultant, it will immediately notify MORRISON SWCD

of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise MORRISON SWCD whether Consultant will or will not resign from the other engagement or representation.

15.9 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

15.10 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

15.11 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

15.12 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

**ANTICIPATED STANDARD TERMS AND INSURANCE REQUIREMENTS
EXHIBIT A**

SERVICES

- 1.1 Carry out the tasks outlined in the WORK PLAN for the Planning Facilitator and/or Plan Writer role(s) in a timely manner. The final deliverable is State approval of a final 1W1P, created through collaboration. Only appropriate expenses associated with assigned tasks are compensated under this Agreement.
- 1.2 Follow direction of the Mississippi River Sartell 1W1P Steering Committee and other collaborating partners.
- 1.3 Maintain detailed accounting of all financial transactions and in-kind contributions.
- 1.4 Conform to all applicable terms of the MORRISON SWCD's grant agreement with the MN BWSR for this Project.
- 1.5 Invoice only for expenses allowed by the MN Board of Water and Soil Resources One Watershed One Plan document titled "Allowable Costs for Planning Grants," or future modifications of that document.
- 1.6 Annually, or otherwise when requested, provide work progress reports to MORRISON SWCD. Work progress reports must be organized by tasks as specified by MORRISON SWCD to facilitate reporting to the State. All data and information provided in these reports shall be considered public.

**ANTICIPATED STANDARD TERMS AND INSURANCE REQUIREMENTS
EXHIBIT B**

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and Consultant elects not to purchase workers' compensation coverage, Consultant shall provide MORRISON SWCD with a written waiver of workers' compensation coverage in a form acceptable to MORRISON SWCD. Consultant agrees that under no circumstances shall MORRISON SWCD be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain **NO LESS THAN** the following limits of insurance:
 - a. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:
 - \$2,000,000 each occurrence
 - \$4,000,000 annual aggregate
 - b. Business Automobile Liability and if necessary, Commercial Umbrella Liability:
 - \$1,500,000 each accident for bodily injury and property damage
 - c. Employers Liability:

- as required by the State of Minnesota
- d. Professional/Technical Liability or Errors and Omissions:
 - \$2,000,000 per claim
 - \$4,000,000 annual aggregate
- 3. Deductibles and Self-Insurance: Any deductibles or self-insurance retention must be declared to and approved by MORRISON SWCD.
- 4. Additional Insurance Conditions:
 - a. Consultant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by MORRISON SWCD. MORRISON SWCD's insurance or self-insurance program shall be excess of Consultant's insurance and shall not contribute to it. Consultant's coverage shall contain no special limitations on the scope of protection afforded to MORRISON SWCD and its agents, officers, directors, and employees. This section 4(a) shall not apply to Consultant's workers' compensation and professional/technical liability or errors and omissions coverages.
 - b. MORRISON SWCD and its agents, officers, directors and employees shall be provided additional insured status under the required policies
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to MORRISON SWCD or its officers, officials, employees or volunteers.
 - d. Each insurance policy required by this clause shall not be canceled, materially changed or not renewed without thirty-day notice thereof to MORRISON SWCD.
 - e. Consultant shall either include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - f. Each insurance policy shall include an endorsement or policy provision that waives any claim or right in the nature of subrogation to recover against MORRISON SWCD and its agents, officers, directors, and employees.
 - g. Consultant must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.
- 5. Verification of Coverage:

Consultant shall provide MORRISON SWCD with certificates of insurance and original endorsements showing that Consultant has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received by MORRISON SWCD before work commences.

MEMORANDUM OF AGREEMENT

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

The Counties of Benton, Morrison, and Stearns by and through their respective County Board of Commissioners, and the Non-Removable Mille Lacs Band of Ojibwe (MLBO), a federally recognized American Indian Tribal government. The Benton, Morrison, and Stearns Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and MLBO by and through its Commissioner of the Department of Natural Resources, are collectively referred to as the “Parties” and individually each is referred to as a “Party.”

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, MLBO is a local governmental unit of the State of Minnesota pursuant to Minnesota Statute §471.59, subdivision 1. (a) & (b) and as that definition is incorporated into Minnesota Statute §103B; and the MLBO Department of Natural Resources has the authority to manage its natural resources pursuant to Mille Lacs Band Statute Title 11; and portions of the MLBO Reservation is situated within the Mississippi River-Sartell Watershed area and there are contiguous MLBO lands affected by Watershed flow as depicted on Attachment A; and

WHEREAS, MLBO strives to work cooperatively and collaboratively with other governmental agencies with which it shares an interest in maintaining, managing and protecting natural resources and desires to join in this Agreement with the other Parties. For this purpose and within this Agreement MLBO is also identified or referred to as a “Party” or “Parties,” “County” or “SWCD”; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River Sartell 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

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

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan* and pursuant to Minn. Stat. § 471.59 to cooperatively exercise powers and protections.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of a collaborative effort to plan and implement protection and restoration efforts for the Mississippi River Sartell Watershed (depicted on Attachment A). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as the Mississippi River Sartell Watershed Collaborative. The Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan* and pursuant to Minn. Stat. § 471.59 to cooperatively exercise powers and protections.
1. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan (version 3.0, August 24, 2023); and will remain in effect until 1-year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, unless the Agreement is terminated earlier by agreement of the required parties, or if earlier terminated by law.
2. **Adding Additional Parties:** Other political subdivisions within the Mississippi River Sartell Watershed may become a party to the Agreement by indicating its qualifications and intent in a resolution adopted by its governing board to become a Party to this Agreement, said governing board must execute the current version of this Agreement.
3. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Parties in the form of a governing board resolution. Notice must be made at least 30 days in advance of leaving the Agreement. If one of the required Parties withdraws from this Agreement, it does not make this Agreement null and void. If the remaining Parties determine an adverse impact will occur, the remaining Parties will hold discussions with BWSR regarding reallocation of duties, funds, and responsibilities of the project as a whole.
4. **General Provisions:**
 - a. **Funding:** Individual Parties will not be required to contribute funds to this collaboration except as stated below. The expectation is that the BWSR grant will fully fund developing a *One Watershed, One Plan* pursuant to Minnesota Statutes § 103B.801.
 - b. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - c. **Liability of the Parties:** 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 Statute 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.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(b). For purposes of Minnesota Statutes § 471.59, subd. 1a(a), no Party agrees to be responsible for the acts or omissions of another Party, 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. The Parties acknowledge that MLBO is not subject to the protections or provisions of Minnesota Statutes referenced within this subsection(d) above but rather MLBO employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and 28 U.S.C. Section 1346) and indemnification provisions under MLBO statutes.

- d. **Records Retention and Data Practices:** The Parties agree that the records created pursuant to the terms of this Agreement will be retained by the fiscal agent in a manner that meets its records retention schedule that has been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that each will manage its records prepared or maintained in furtherance of the Agreement in accordance with the Minnesota Government Data Practices Act. At the time this agreement expires, copies of all records will be turned over to the project fiscal agent Morrison Soil and Water Conservation District for continued retention.
- 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. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- g. **Entire Agreement:** This Agreement, including any and all attachments referenced herein, contains the entire understanding and agreement of the Parties and there have been no other promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature.
- h. **Amendments:** This Agreement may be altered, amended, or modified only by an instrument in writing executed by the Parties to this Agreement and by no other means.
- i. This is a collaborative effort by the Parties and as such, no employees shall be hired as part of this project.
- j. **Open Meeting Law:** All committees established under this Agreement shall comply with the Minnesota Open Meeting law, if applicable, as set forth in Minnesota Statute Chapter 13D.
- k. **Contracts:** As the fiscal agent, the fiscal agent will enter into an agreement with the State and a consultant to assist in the development of the plan.

5. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties to this Agreement may establish committees as follows. Each Party will designate one representative, who must be an elected or appointed member of its governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to the Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.

i. The Policy Committee (PC)

1. The Policy Committee will meet as needed to propose the content of the plan, serve as a liaison to their respective governing boards, and make recommendations to their respective governing board regarding the plan. Each representative shall have one vote during the planning process. A representative may only represent one party.
2. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.

ii. The Steering Committee (SC)

1. The Steering Committee will be composed of staff from local agencies formally participating in 1W1P by signing the Agreement and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.

iii. The Technical Advisory Committee (TAC)

1. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan. Members of the Technical Advisory Committee may not be a current board member of any of the Parties.
2. TAC is responsible for guiding the major elements of the project, working with consultants on plan content, making plan recommendations to the Policy Committee, evaluating technical information, and ensuring integration of additional Advisory Committee(s) that may be formed by the Parties.
3. TAC will consist of LGU technical representatives, state agency representatives, and representatives of organizations, agencies, and stakeholder groups as determined by the Parties.
4. TAC will make decisions by vote of a simple majority of the members present. The decision-making process will include a minimum advance notice on an agenda for decisions at a meeting.

iv. **The Community Advisory Committee (CAC)**

1. The Parties may form an optional Community Advisory Committee that will be composed of community stakeholders selected by the Parties. The CAC will meet for a frequency and length determined by the Parties. The CAC will make recommendations to the Technical Advisory Committee and Policy Committee on the development and content of the plan.
 - b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Parties will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings if required. Upon completion of local review and comment, and approval of the plan for submission by each Party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
 - c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval. Each Party upon approval of the plan will provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
6. **Fiscal Agent:** Morrison SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report to the Parties
 - d. Provide the Policy Committee and Parties with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the fiscal agent's records retention schedule. All records created pursuant to this Agreement will be retained by Morrison SWCD per its adopted record retention schedule.
7. **Grant Administration:** Morrison SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.

- b. Provide the Policy Committee and Parties with the records necessary to describe the planning condition of the BWSR grant agreement.
8. **Project Coordination:** Stearns SWCD staff will coordinate, schedule, send notifications, prepare agendas for committees, and perform related tasks to keep the project moving as scheduled. Staff will act as the point of contact with consultants for the Collaborative.
9. **The following Parties agree to provide the following services:**
- a. Grant Administration/Fiscal Agent: Morrison SWCD
 - b. Policy and Advisory Committee Coordination: Stearns SWCD
 - c. Outreach Coordinator: Stearns SWCD
 - d. Public Notice Requirements: Morrison SWCD

In the event of a vacancy in the above-listed roles, the Party responsible for the role will determine if there is adequate capacity within the organization to fulfill the listed role. If the respective Party determines it no longer has capacity and would like to relinquish its duties, they must inform the other Parties. The Parties to this Agreement will then reassign the service to another Party with the capacity to fulfill the grant agreement.

10. **Counterparts and Electronic Signatures:** This Memorandum of Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement. Any counterpart signature may be adhered hereto electronically and transmitted digitally or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.
11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Benton County
 Roxanne Achman or successor
 Land Services Director
 531 Dewey St., P.O. Box 129
 Foley, MN 56329
 Telephone: 320-968-5069

Benton SWCD
 Gerry Maciej or successor
 District Manager
 14 2nd Ave W.
 Foley, MN 56329
 Telephone: 320-968-5300

Mille Lacs Band of Ojibwe
 Perry Bunting or successor
 Director of Environmental Programs
 Robert Wall or successor
 Watershed Coordinator
 43408 Oodena Drive

Onamia, MN 56359
Telephone: 320-532-4772

Morrison County
Amy Kowalzek or successor
Director of Land Services
213 1st Ave. SE
Little Falls, MN 56345
Telephone: 320-632-0170

Stearns County
Rebecca Schlorf or successor
Environmental Services Supervisor
3301 County Road 138
Waite Park, MN 56387
Telephone: 320-656-3613

Morrison SWCD
Shannon Wettstein or successor
District Manager
16776 Heron Road
Little Falls, MN 56345
Telephone: 320-631-3551

Stearns SWCD
Dennis Fuchs or successor
District Administrator
110 2nd St S. Suite 128
Waite Park, MN 56387
Telephone: 320-251-7800

IN TESTIMONY WHEREOF the Parties have duly executed this Memorandum of Agreement by their duly authorized officers. *(Repeat this page for each participant)*

PARTY: _____

APPROVED:

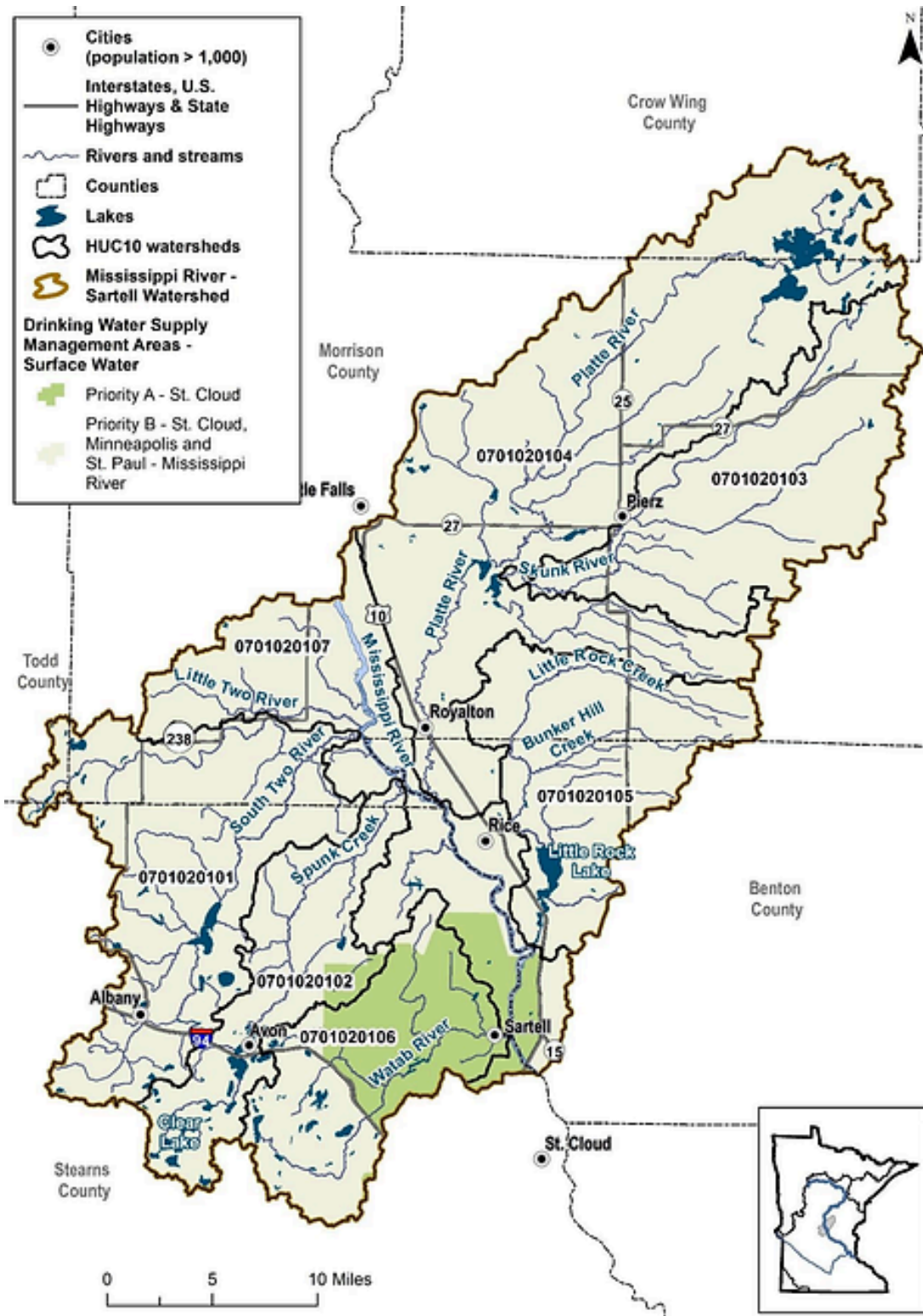
BY: _____
Board Chair Date

BY: _____
District Manager/Administrator/Technician Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
Attorney

Attachment A



One Watershed, One Plan

Plan Content Requirements

From the Board of Water and Soil Resources, State of Minnesota

Version: 3.0
Effective Date: 08/24/2023
Approval: Board Decision 23-50

Policy Statement

These are the minimum requirements for contents of a comprehensive watershed management plan developed through the Minnesota Board of Water and Soil Resources' (BWSR) One Watershed, One Plan program. The One Watershed, One Plan vision is to align local water planning on major watershed boundaries with state strategies towards prioritized, targeted, and measurable implementation plans. These procedures are based on the *One Watershed, One Plan Guiding Principles* adopted by BWSR on December 18, 2013.

[Minnesota Statutes §103B.101 Subd. 14](#) permits BWSR to adopt methods to allow comprehensive plans, local water management plans, or watershed management plans to serve as substitutes for one another, or to be replaced with one comprehensive watershed management plan and requires BWSR to establish a suggested watershed boundary framework for these plans. [Minnesota Statutes §103B.801](#) outlines the purpose of and requirements for comprehensive watershed management plans and directs BWSR to establish content requirements for plans.

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I. Introduction

This document contains specific content requirements for drafting a comprehensive watershed management plan through the Board of Water and Soil Resources' One Watershed, One Plan program. The *One Watershed, One Plan Guidebook* provides more information on selected requirements for developing a quality plan that serves the needs of watershed resources and planning partners. Overall organization and format of the plan is a local decision.

The most effective and useful comprehensive watershed management plans are based on the best available data, models, and other science, especially making use of Watershed Restoration and Protection Strategies (WRAPS) where they are available. They are action-oriented, focusing on the *what* and the *how* of watershed management. Finally, they are succinct and readable, providing watershed managers with a tool to explain to the public and funders what needs to happen and the anticipated results of actions that appear in the plan. Where possible, partnerships are encouraged to make use of existing documents and incorporate them into the final plan document by reference. The *One Watershed, One Plan Guiding Principles* provide sideboards and direction in the plan content requirements outlined in this document.

Note: *One Watershed, One Plan Operating Procedures* are in a separate document.

II. Comprehensive Watershed Management Plans

The requirements in this document are supported by the vision of the Minnesota Local Government Roundtable that future watershed-based plans will have **sufficient detail that local government units can, with certainty, identify pollutant(s) of concern in - or risks to - a water body, identify the source(s) of the pollutant, and provide detailed projects that address identified sources or risks.** This vision also includes a future of limited wholesale updates to watershed-based plans, with a streamlined process to incorporate collected data, trend analysis, changes in land use, and prioritization of resource concerns into the watershed-based plan, and an emphasis on watershed management and implementation through shorter-term work plans and budgeting. This vision includes acknowledging and building off of existing plans and data (including local and state plans and data), as well as existing local government services and capacity.

A. Issues That Must Be Addressed

According to Minnesota Statutes, Section 103B.801, subdivision 4, the following issues must be addressed in the plan.

- Surface water and ground water quality protection, restoration, and improvement, including prevention of erosion and soil transport into surface water systems
- Restoration, protection, and preservation of drinking water sources and natural surface water and groundwater storage and retention systems
- Promotion of groundwater recharge
- Minimization of public capital expenditures needed to correct flooding and water quality problems
- Wetland enhancement, restoration, and establishment
- Identification of priority areas for riparian zone management and buffers
- Protection and enhancement of fish and wildlife habitat and water recreational facilities

B. Other Topics

The following topics, and others identified by planning partnerships, may also be addressed in the plan.

- Soil health
- Altered hydrology
- Climate impacts on water resources (see II.C)
- Land cover changes
- Ecosystem health and resilience
- Water supply (protect, provide, and conserve)
- Drinking water supply
- Drainage system management
- Wastewater management
- Storm water management
- Drought mitigation
- Chlorides
- Contaminants of emerging concern
- Emerging issues
- Invasive species prevention and/or management
- Public outreach
- Equity and environmental justice
- Maintenance of core services; understanding of local capacity
- Administrative priorities (e.g., establishment of uniform local policies and controls in the watershed)
- Fiscal challenges (e.g., minimizing public capital expenditures in resolving problems in areas such as flood control or water quality protection)

C. Special Consideration: Minnesota Climate Action Framework

Local water planning and implementation can play a key role in achieving adaptation and mitigation goals in Minnesota's Climate Action Framework, especially the goals specific to climate-smart natural and working lands and resilient communities. The framework identifies the following measure of progress for Natural and Working Lands: *By 2030, all state funded or sponsored land, water, and species management plans identify actions to increase adaptation.*

In addition, watershed planning provides an opportunity for BWSR and partners to work together to address Minnesota Statutes §103B.101 subd. 16 (a)(5) related to climate adaptation, resiliency, or mitigation.

Counties may also have an All-Hazard Mitigation Plan that could inform watershed planning. Partnerships are encouraged to make linkages between these plan types.

D. Mission or Vision Statement

Although not required, planning partnerships are encouraged to develop an overarching mission and/or vision statement for the watershed, as well as higher-level guiding principles for planning and implementation, which provides direction for the plan and serves as a touchstone for participants in the process.

III. Plan Content Requirements

Each comprehensive watershed management plan will contain the elements outlined in the following sections.

A. Executive Summary

Each plan will have a section entitled Executive Summary. The purpose of the executive summary is to provide a condensed and concise plain language summary of the contents of the overall plan. A well-written executive summary is beneficial for current and future elected officials, staff, citizens, and stakeholders to achieve an understanding of the plan and its intent. The executive summary must contain:

1. Purpose, mission, or vision statement if developed
2. A general map or description of the planning boundary and smaller planning or management units if used
3. A summary of the priority issues and goals that are addressed in the plan
4. A summary of the implementation actions and programs
5. A brief description of the process used to identify the measurable goals and targeted implementation actions
6. An outline of the responsibilities of participating local governments

In addition to the Executive Summary, the plan may need a table of acronyms and a definitions section; however, these are not required and may be included in the appendices.

B. Land and Water Resources Narrative

The plan must contain a brief (e.g., 2-3 page) narrative summary of land and water resources information to inform the planning process and support actions in the plan. The narrative must make use of typical and available land and water resource information and synthesize that information to allow for a shared understanding of watershed characteristics and issues. The narrative must acknowledge the watershed's context regarding the influence it has on downstream waters, and it may discuss impacts from upstream watersheds if applicable. This information should include, but is not limited to:

1. Topography, soils, general geology
2. Precipitation
3. Water resources
 - a. Surface water resources, including streams, lakes, wetlands, public waters, and public ditches
 - b. Groundwater resources, including groundwater and surface water connections if known
 - c. Water quality and quantity, including trends of key locations and 100-year flood levels and discharges, regulated pollutant sources and permitted wastewater discharges
4. Stormwater systems, drainage systems, and control structures
5. Water-based recreation areas
6. Fish and wildlife habitat, rare and endangered species

7. Existing land uses and anticipated land use changes
8. Relevant socio-economic information
9. Acknowledgement of Minnesota Tribal Nations in the planning boundary

Land and water resources information critical to supporting the priorities and actions of the plan may need to be more thoroughly described in the sections of the plan where those priorities are discussed. For example, a trend analysis may need more in-depth description to support a priority issue in the plan; however, the data behind the analysis can be contained elsewhere and referenced.

If gaps in information are identified through the plan development process, consider implementation action(s) to fill the gap rather than delaying the planning process to generate new data.

Sources of information used to develop the Land and Water Resources Narrative should be referenced in the plan appendix. Please consult the *One Watershed, One Plan Guidebook* for more information on this requirement.

C. Priority Resources and Issues

The plan must contain:

1. A summary of the issues and resource concerns identified from all sources for consideration in this section
2. The steps used to consider and prioritize the identified resources and issues
3. A list of the agreed upon priority resources and issues for the watershed and a brief issue statement that describes the relevance of the issue for the planning area

Priority issues can be articulated in the plan through both a list/description(s) and map(s). The format and exact planning terminology used in the plan for presenting priority issues may vary as long as the plan covers the three requirements above and the terminology used is defined in the plan (the summary and steps are suggested to be included as appendices). The plan is not expected to address all identified issues; however, it should include a brief explanation as to why certain issues were rejected as priorities for this planning cycle.

In the event that conflicts exist in the interpretation of issues and/or selection of priority issues, consider whether the conflict can be addressed by defining both watershed-wide priorities as well as individual priorities of the participating local governments.

Plans that do not demonstrate a thorough analysis of issues, and that do not use available science and data, will not be approved. Please consult the *One Watershed, One Plan Guidebook* for more information on this requirement.

D. Measurable Goals

Each priority issue must have associated measurable goals for addressing the issue. Some goals will be watershed-wide; however, the majority should be focused on a specific subwatershed, natural resource, or local government where specific outcomes will be achieved. Goals for prevention of future water management problems should also be considered.

Plans that do not contain sufficient measurable goals to indicate an intended pace of progress for addressing the priority issues will not be approved.

BWSR will consider Minnesota Statutes §103B.801, Subd. 4 (2), the balance of broad versus focused goals and shorter-term versus longer-term goals, and detail in the targeted implementation schedule to assess whether goals are sufficient. Additionally, the pace of progress towards achieving goals will be used in determinations of the extent or depth of future ten-year plan revisions. BWSR may consider issuing findings when a plan and associated implementation is sufficient that a complete revision will not be required.

Specific Goal Requirement: Consistent with the Clean Water Council policy, plans must establish water storage goals, expressed in acre-feet, and standards for water storage, retention, and infiltration.

Please consult the *One Watershed, One Plan Guidebook* for more information on this requirement.

E. Targeted Implementation Schedule

Each plan must have a targeted implementation schedule with:

1. A brief description of each action
2. Location targeting where the action will occur
3. Identification of roles and the responsible government unit for the action
4. An estimate of cost for implementing the action
5. An estimate of when the implementation will occur within the ten-year timeframe of the plan in increments of two years or less
6. A description of how the outcomes of the action will be measured

These requirements can be articulated in a table and/or narrative form. The schedule must clearly identify the actions the planning partners will undertake with available local funds versus the actions that will be implemented only if other sources of funds become available and should be supported by maps indicating the location(s) of the targeted activities.

Specific (field scale) locations for individual practice types are not required, but the plan must identify approaches that will be used to locate different types of BMPs or focus programs during implementation.

Specific actions, such as capital improvement projects that are local priorities (but not priorities for the watershed plan) or initiatives that are unique to a particular LGU (but that have not been identified as priorities for the partnership) may be included in the plan but must be clearly indicated as local priorities.

Please consult the *One Watershed, One Plan Guidebook* for more information on this requirement.

F. Plan Implementation Programs

The implementation programs described below support the targeted implementation schedule by describing the overarching program(s) that will be used to implement actions identified in the schedule and how these programs will be coordinated between the local water management responsibilities. All programs described in this section must be included in the plan, including feasibility studies. Please consult the *One Watershed, One Plan Guidebook* for more information on selected requirements in this section.

1. **Financial Assistance Programs.** Describe local voluntary financial assistance programs necessary to achieve the goals, including the general purpose and scope, criteria that will be used to select projects/disperse funds, actions to work with landowners in these critical areas to tailor conservation practices, and how the program(s) will be implemented across the watershed to provide consistency and achieve goals. Financial assistance programs may be targeted to specific issues, e.g., grants for sealing abandoned wells, or specific areas, e.g., a watershed of priority lakes.
2. **Capital Improvements.** Describe opportunities for watershed-wide collaboration (e.g., sharing of specialized services and/or lessons learned on these large-scale projects) on capital improvements (physical/structural improvement with an extended life) identified in the targeted implementation schedule. Consider including opportunities for improved water management associated with county and township roads and within drainage systems managed through Drainage Law.
 - a. **Drainage:** Describe opportunities for enabling large-scale, multi-purpose projects on a watershed basis and for engaging drainage authorities and drainage inspectors in implementation of the watershed plan. Describe local procedures for ensuring future drainage projects are not inconsistent with the goals of the plan.
 - b. **Capital Improvement Programs (CIPs) for Watershed Districts:** CIPs are required in the plan when a watershed district is included, consistent with the requirements of Minnesota Statutes §103B and 103D. A CIP is an itemized program for at least a five-year prospective period. A CIP sets forth the schedule, timing, and details of specific contemplated capital improvements by year. CIPs also describe estimated costs, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization. This requirement can be incorporated into the targeted implementation schedule if the specific requirements of Minnesota statutes §103B and §103D are clearly met. Amendments are subject to at least biennial review.
 - c. **Permanent Protection:** Describe opportunities for permanent land protection necessary to meet the resource needs and achieve the goals for the watershed.
3. **Operation and Maintenance.** Include a description of who is responsible for inspection, operation, and maintenance of capital projects, stormwater infrastructure, public works, facilities, and natural and artificial watercourses, and legal drainage systems. Specify any new programs or revisions to existing programs needed to accomplish the goals or that may benefit from watershed-wide collaboration.
4. **Regulation and Enforcement.** Describe existing regulations, controls, and authorities relevant to water management for the purposes of highlighting areas of duplication, information gaps, and opportunities. Use this analysis to identify areas to maximize effectiveness and build efficiencies through improved coordination and consistent application of regulations, and/or to develop new regulation or enforcement in support of meeting plan goals. Regulatory areas to consider include, but are not limited to: shoreland, floodplain, septic, Wetland Conservation Act, Protected Waters Inventory, erosion control, municipal wastewater, Minimum Impact Design Standards (MIDS), land use, aggregate mining, feedlots, hazard mitigation, buffers, and prescription drug drop off locations.
 - a. **Regulation and Enforcement for Watershed Districts:** Describe the rules and associated permit programs of watershed districts in the watershed, consistent with and as necessary to meet the requirements of Minnesota statutes §103D.337-103D.345.

- b. **Comprehensive or land use plans:** List the date of the last Comprehensive Plan adoption for each LGU. Describe the land use authorities within the watershed as well as potential opportunities to achieve goals through, or potential conflicts with, comprehensive land use plans.
5. **Data Collection and Monitoring.** Describe how data collection and monitoring activities will be used to reasonably evaluate progress toward plan goals and describe additional data collection activities needed to fill gaps that have been identified during the planning process. Include commitments to periodically analyze data, collect data consistent with state compatibility guidelines, and submit locally collected data to the appropriate state agency for entry into public databases.
- a. **Monitoring Summary:** Summarize the locations, frequency, and parameters of existing water quality, quantity, and other monitoring in the watershed. The summary should include local, state, and other ongoing monitoring programs and the scale (e.g., field, subwatershed, major watershed) they are designed to evaluate. State agencies are available to help summarize state monitoring activities.
 - b. **Use of Data:** Describe if these established monitoring programs are capable of producing an evaluation of the progress being made toward the goals (e.g., monitoring stations properly located relative to priority subwatersheds) and how the data will be used in the evaluation, including improved model calibration.
 - c. **Additional Data Collection:** Identify any new data collection needed to improve understanding of the watershed condition, assess particular resources, or address any gaps in the land and water resources inventory that support actions in the targeted implementation schedule. Identify the purpose and lead organization for new data collection initiatives.
6. **Public Participation and Engagement.** The plan must describe approaches to public participation and engagement for implementing the plan, including information and outreach program(s). Specifically, opportunities where there are benefits from watershed-wide collaborations and areas where focused or targeted actions will support the priority issues and goals of the plan. At a minimum, include: an analysis of the need for public participation and engagement in meeting plan goals, identification of strategies addressing the needs, and an estimate of the financial and technical support needed by the partnership for carrying out the strategies.

G. Plan Administration and Coordination

Partners must decide what organizational structures are best suited to administer the various programs and how the partnership will carry out the plan. In some cases, new arrangements may be needed or desired. All items described in this section must be addressed in the plan. Please consult the *One Watershed, One Plan Guidebook* for more information on selected requirements in this section.

- 1. **Decision-making and Staffing.** Describe the roles of planning participants in implementation.
 - a. **Policy Committee (decision-making):** Describe if the policy committee created to develop the plan will continue through plan implementation. If the policy committee will not continue, clearly outline an alternative method to provide oversight and maintain accountability throughout plan implementation. Describe the anticipated role of the policy committee or alternative in plan implementation and its relationship to plan participants.

- b. **Advisory Committee** (advising): Describe if the advisory committee(s) created for plan development will continue through plan implementation and/or describe alternative methods to ensure a dependable forum to exchange information and knowledge about the watershed and implementation of the plan, and to meet the statutory requirements for ongoing advisory committees of counties (Minnesota Statutes §103B.301-103B.3355) and watershed districts (Minnesota Statutes §103D.331-103D.337). Also, identify opportunities to coordinate with federal partners to convene Local Working Groups to fulfill federal Farm Bill requirements.

The plan should establish procedures for engaging state agencies and describe the ongoing roles and commitments of the state agencies for plan implementation.

- c. **Identification and Coordination of Shared Services** (staffing): Describe specialized and shared service areas that may be used in the watershed to implement the actions identified in the schedule and achieve greater efficiencies in service delivery. This may include shared services for program management or for project management.

The watershed plan and associated formal agreements should describe how the service will be shared and/or the need met. Shared services may also include partnership with non-governmental organizations.

- 2. **Collaboration with other Units of Government.** Describe relationships with other units of government not part of the formal agreement for plan development, including the drainage authorities within the planning boundary. For example, cities and townships are not required participants, but they may contribute to improved watershed management in the areas of wastewater treatment plants, source water and wellhead protection for population centers, MS4s, and culvert and road maintenance. Additionally, federal government partners are not required participants. However, federal programs and partnerships are very important resources in watershed management.
- 3. **Funding.** Describe how actions in the implementation schedule will be funded. Both the state and local governments have responsibility for funding water management. All funding methods currently available to participants remain available to the participants and/or to the organization as a whole through the participants.
 - a. **Local:** Describe the funding sources used to generate local funds for plan implementation and clearly outline the participants' local commitments to implementing the plan.
 - b. **State:** Describe state funding needed for implementation of the plan. This can be achieved through separation in the targeted implementation schedule of locally funded projects versus projects that will proceed only with state funds.
 - c. **Collaborative Grants:** Describe the intended approach to coordinated submittal of collaborative grant applications.
 - d. **Federal:** The plan should describe what type of federal funding resources may be pursued to implement the plan.
 - e. **Other Sources:** The plan should describe what other types of funding may be pursued to implement the plan.

4. **Work Planning.** Describe a frequency and method for developing and approving work plans based on: plan priorities, the targeted implementation schedule, and the implementation programs. The work plan can consist of a collaborative work plan for the watershed, elements of individual work plans for each local government participant, or some combination. Describe how the work plan will be finalized and approved.
 - a. **Local Work Plan:** Describe an annual commitment to implementing the plan via local budgeting and staffing decisions. Describe an approach to additional collaborative work planning based on the extent of collaboration intended in the implementation schedule, programs, and subsequent agreements, as well as the extent of collaborative grant-making intended.
 - b. **Funding Request:** Describe a biennial commitment to collaboratively review and submit a funding request to BWSR.
5. **Assessment, Evaluation, and Reporting.** Describe approaches and decision-making for periodic assessment, evaluation, and reporting of plan implementation. Evaluation should measure progress and performance, drive the work plan, and provide accountability.
 - a. **Accomplishment Assessment:** Describe a method for tracking implementation consistently across the watershed. Describe the frequency and methods for compiling and reviewing implementation accomplishments under the targeted implementation schedule and implementation programs described in the plan. This assessment should support future work plan development, progress evaluation, and reporting. Suggested frequency is annual.
 - b. **Partnership Assessment:** Describe the frequency and methods for assessing the partnership with regards to the items listed in 1 – 3 above (fulfillment of committee purposes and roles, efficiencies in service delivery, collaboration with other units of government, and success in securing funding).
 - c. **Mid-Point Evaluation:** Include a schedule for a thorough mid-point evaluation and potential revision to the implementation schedule. The purpose of this evaluation is to determine progress and consider whether staying the course or resetting direction is necessary. It may also include revisions to models and considerations of new monitoring data. If a WRAPS has been completed or revised since the plan was originally adopted, this evaluation must include an assessment of any changes to the plan necessary due to new information.
 - d. **Reporting:** Describe collaborative approaches to provide accountability to stakeholders and to meet annual reporting requirements of local governments, grant reporting requirements, and specific program and financial reporting requirements. Information on required annual reporting can be found on the BWSR website. Consider a periodic ‘state of the watershed report,’ individualized ‘waterbody report cards’, or other methods to provide accountability and demonstrate outcomes locally.
6. **Plan Amendments.** Describe procedures for considering plan amendments, who can propose amendments, what criteria will be used in considering amendments, and who makes the decision to proceed with amendments.
7. **Organizational Structures or Formal Agreements.** List and briefly describe the organizational structures or entities that will be used to implement the plan’s projects and programs. Indicate whether these are existing entities or new ones. In either case, indicate any formal agreements between local governments

that are needed and whether these will be modifications of existing agreements or new agreements. For example, prior to completion of the plan, the Memorandum of Agreement (MOA) between partners for planning purposes could be revised for on-going coordination among entities responsible for plan implementation. Consultation with Minnesota Counties Intergovernmental Trust (MCIT) and legal counsel is recommended. MCIT may recommend revising the planning agreement, establishing separate agreements or contracts for specific services or actions, and/or developing a broader, watershed-wide agreement for ongoing partnership.

History

Version	Description	Date
3.0	<ul style="list-style-type: none"> ■ Modified “Other Topics” list (II.B) ■ Changed “extreme weather” to “Minnesota Climate Adaptation Framework” and modified description (II.C) ■ Added tribal acknowledgement to Land and Water Resources Narrative (III.B.9) ■ Added of language clarifying targeting requirement (III.E) ■ Changed “cost share” to “financial assistance” (III.F.1) ■ Fixed a typographical error in a statute reference (III.F.4.2.a) ■ Removed “education” (III.F.6) 	August 24, 2023
2.2	<ul style="list-style-type: none"> ■ Changed “Five Year” to “Mid-point” (III.G.5.c) 	December 15, 2022
2.1	<ul style="list-style-type: none"> ■ Added “drinking water sources” to the list of issues that must be addressed (II.A) 	August 29, 2019
2.0	<ul style="list-style-type: none"> ■ Formatted with new policy template and logo; edited to improve clarity and readability ■ Removed background information not directly relevant to the policy; Introduction and Overview sections reorganized and some content removed (I and II), background and contextual information for requirements removed (III A-E) ■ Updated list of issues that must be in the plan to reflect statute (II) ■ Land and Water Resources Inventory changed to <i>Narrative</i> and moved from appendix to plan; added requirement for discussion of watershed context (III.A). ■ Removed “potential sources of funding” from, and added requirement for two year time increments to, Targeted Implementation Schedule requirement (III.E.4) ■ Modified Targeted Implementation Schedule requirement to clarify inclusion of local priorities (III.E) 	March 28, 2018

- Added “legal drainage systems” to Operations and Maintenance requirement (III.F.3)
- Removed reference to the buffer law from Regulation and Enforcement requirement (III.F.4). Added inclusion of comprehensive plan dates (III.F.4.b)
- Modified Data Collection and Monitoring requirement to clarify program intent (III.F.5)
- Added needs assessment and strategy development; changed heading to Public Participation and Engagement (formerly *Information, Education, and Outreach*) (III.F.6)
- Added policy committee role and federal coordination to Decision-making and Staffing (III.G.1.a,b)
- Modified Work Planning requirement to clarify program intent (III.G.2)
- Modified Assessment, Evaluation, and Reporting to clarify program intent (III.G.3)

1.00	■ Pilot Plan Content Requirements modified to reflect transition to program	March 23, 2016
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0.00	■ Pilot Plan Content Requirements	June 25, 2014
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MRSW Work Plan Tasks

Start Date	End Date	Task #	Task Name	Lead(s)
			Pre-Planning	
Sept 24	Mar 25	1.1	Develop Grant Work Plan, Budget, and Timeline	Steering Committee
Sept 24	Dec 27	1.2	Local Partner Work Agreements, Policy Committee Operating	Steering Committee
Dec 24	May 25	1.3	Notify Plan Review Authorities	Project Coordinator, Outreach Coordinator
Dec 24	May 25	1.4	Hire Consultants	Fiscal Agent, Steering Committee
Sept 24	Dec 27	1.5	Outreach, Kickoff, Orientation	Steering Committee
			Planning	
Jul 25	Apr 26	LSP	Landscape Stewardship Plan	Steering Committee
Apr 25	Jul 25	2.1	Aggregate Watershed Information	Plan Writer, Steering Committee
Apr 25	Aug 25	2.2	Write the Land and Water Resources Narrative	Plan Writer
Jul 25	Oct 25	2.3	Identify and Prioritize Resources and Issues	Facilitator, Plan Writer
Aug 25	May 26	2.4	Establish Measurable Goals	Facilitator, Plan Writer
Aug 25	May 26	2.5	Develop a Targeted Implementation Schedule	Facilitator, Plan Writer
Feb 26	May 26	2.6	Describe Implementation Programs	Facilitator, Plan Writer
Mar 25	Jun 26	2.7	Determine Organizational Arrangement for Plan Implementation	Policy Committee
May 26	Oct 26	2.8	Write Plan Final Review Draft	Plan Writer
			Plan review and submission	
Oct 26	Mar 27	3.1	Conduct Formal Review	Steering Committee
Mar 27	Jul 27	3.2	Write Final Plan and Submit to BWSR	Plan Writer, Steering Committee
Aug 27	Nov 27	3.3	Adopt Plan Locally	Steering Committee
		3.4	Grant Reporting	Fiscal Agent
			Other Expense	
			Consultant participation at committee meetings	Facilitator, Plan Writer
			Consultant Expenses: printing, travel, etc.	Facilitator, Plan Writer
			Administrative Costs	
			Fiscal Coordination	Fiscal Agent
			Note Taking	Note Taker
			Project Coordination	Project Coordinator, Steering Committee
			Meeting expenses (facility, materials, food)	Steering Committee
			Publication expenses (notices, invitations)	Steering Committee