

MEMORANDUM OF AGREEMENT

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

The Counties of McLeod, Nicollet, and Sibley, by and through their respective County Board of Commissioners; and

The McLeod, Nicollet, and Sibley Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The High Island Creek Watershed District, by and through its respective Board of Managers, Collectively referred to as the "Parties."

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, the Watershed District (WD) of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; 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 Lower Minnesota River West 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.

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.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Lower Minnesota River West Watershed (see 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 Lower Minnesota River West Planning Partnership.

2. **Term:** This Agreement is effective upon signature of all Parties and will remain in effect until adoption of the plan by all parties, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution within 30 days after this Agreement is effective. Additional members shall have all other rights and privileges of membership. The party deciding to join must agree to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **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.
 - b. **Indemnification:** 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 purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) 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.
 - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to the Sibley SWCD for continued retention.
 - d. **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.

- e. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- f. **Termination:** The parties anticipate that this Agreement will remain in full force and effect until canceled by all parties or until June 30, 2022, unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes § 471.59, Subd. 5 after the purpose of the Agreement has been completed.

6. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee is a required committee of local plan authorities for the purposes of making final decisions about the content of the plan, plan submittal, and regarding expenditures of funds allocated for plan development. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member. The Policy Committee will establish bylaws within 90 days after this agreement is effective to describe the functions and operations of the committee(s). Authority of Policy Committee Members: Each representative on the Policy Committee shall have one vote, and, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the party they represent in the following matters; interim report review and approval, recommend approval of payments under the Lower MN River West One Watershed One Plan grant, professional contracts, and voting on the recommended plan to be submitted to local review and comment process.
 - ii. The Advisory Committee is required to meet public and stakeholder participation goals and requirements identified in rule and statute for existing local water plans. The purpose of an advisory committee is to make recommendations on the plan content and plan implementation to the Policy Committee. Advisory committee members will include members of the steering team, drainage authority representatives, county highway and planning and zoning staff, and potentially other stakeholders, and assigned state agency representatives. The 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 Advisory Committee may not be a current board member of any of the Parties.

- iii. The Steering Team, shall consist of staff of the parties in addition to the appointed BWSR Board Conservationist. This team will meet monthly or as needed to assist logistically and with decisions during the plan development phase.
 - b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this agreement. The Policy Committee 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. Upon completion of local review and comment, and approval of the plan for submittal 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 and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
- 7. **Fiscal Agent:** Sibley County 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. Provide an annual audit report.
 - d. Pursuant to Minnesota Statutes § 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements.
 - e. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - f. Retain fiscal records consistent with the agent's records retention schedule until termination of the agreement (at that time, records will be turned over to Sibley SWCD).
 - g. Time and expenses shall be reimbursed quarterly upon submittal of detailed time tracking and expense reports.
- 8. **Day to Day Contact:** Sibley SWCD will act as the day to day contact. This party agrees to provide the following to the Lower MN River West One Watershed One Plan for the purposes of this agreement:
 - a. Handle all day-to-day administrative responsibilities associated with the ongoing planning and implementation of the Lower MN River West One Watershed One Plan.
 - c. Assist Sibley County with grant reporting requirements (eLINK).

d. Assist the Policy Committee with the administrative details to oversee future planning and implementation of the watershed-based plan.

e. Maintain information on a Lower MN River West One Watershed One Plan information website and perform other duties to keep the Policy Committee, the Advisory Committee, and the Plan Work Group informed.

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

McLeod County
Sheila Murphy or successor
County Administrator
830 11th St. E.
Glencoe, MN 55336
320-864-1281

McLeod SWCD
Ryan Freitag or successor
District Manager
McLeod County North Complex,
2385 Hennepin Ave. N.
Glencoe, MN 55336
320-864-1214

Nicollet County
Ryan Krosch or successor
County Administrator
501 S. Minnesota Ave.
St. Peter, MN 56082
507-934-7204

Nicollet SWCD
Kevin Ostermann or successor
District Manager
501 7th Street
PO Box 457
Nicollet, MN 56082
507-381-6820

Sibley County
John Glisczinski or successor
County Administrator
400 Court Ave.,
PO Box 256
Gaylord, MN 55334
507-237-7800

Sibley SWCD
Joel Wurscher or successor
District Manager
112 5th Street
PO Box 161
Gaylord, MN 55334
507-702-7077

High Island Creek Watershed District
Jim Mueller or successor
Board Manager
37277 248th St.
Arlington, MN 55307
320-583-6840

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

McLeod County

APPROVED:

BY:


Board Chair

11/7/20

Date

BY:


County Administrator

01/07/2020

Date

Approved as to form and execution

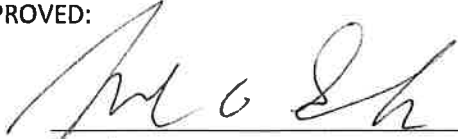

County Attorney

1-9-20

Date

McLeod Soil and Water Conservation District

APPROVED:

BY:  2/3/2020
Board Chair Date

BY:  2/3/2020
District Manager Date

Nicollet County

APPROVED:

BY: John Freepk 1-28-2020
Board Chair Date

BY: [Signature]
County Administrator Date

Approved as to form and execution

[Signature] 2.5.2020
County Attorney Date

Nicollet Soil and Water Conservation District
APPROVED:

BY: Brianne Havelka 2-12-20
Board Chair Date

BY: [Signature] 2-12-20
District Manager Date

Sibley County

APPROVED:

BY: Steven Saxton 2-13-2020
Board Chair Date

BY: John P. Milner 2/11/2020
County Administrator Date

Approved as to form and execution

David J. Eklund
County Attorney Date

Sibley Soil and Water Conservation District

APPROVED:

BY: Jon Egan 1/17/20
Board Chair Date

BY: John Winsel 1/14/2020
District Manager Date

High Island Creek Watershed District

APPROVED:

BY:  1-27-2020
Board Chair Date

BY:  Jan 27, 2020
WD Attorney Date