

## MEMORANDUM OF AGREEMENT

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

The Counties of Le Sueur, Rice, and Scott by and through their respective County Board of Commissioners,  
and

The Le Sueur, Rice, and Scott Soil and Water Conservation Districts, by and through their respective Soil  
and Water Conservation District (SWCD) Board of Supervisors, and

The Lower Minnesota River Watershed District (LMRWD), by and through their respective Board of  
Managers, and

The Scott Watershed Management Organization (SWMO), by and through their 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 Districts and Watershed Management Organizations of this Agreement are political subdivisions 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 *Lower Minnesota River East 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 *Lower Minnesota River East 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 East Watershed (*see Attachment A with a map of the planning area*). 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 Lower Minnesota River East Watershed Partnership.
2. **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; and will remain in effect until 1-year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within Lower Minnesota River East Watershed desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The party agrees 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. BWSR has identified the following parties as required parties for this agreement: Le Sueur County and Le Sueur SWCD. If one of the required Parties according to the BWSR Operating Procedures for One Watershed One Plan withdraws from this agreement, it does not make this MOA null and void. Should this occur, the remaining Parties will hold discussions with BWSR representatives regarding the reallocation of reassignment of duties, grant funds, and future projection of the project as a whole.
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 Fiscal Agent 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 in effect 1-year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement have been completed.
- g. **Amendment:** The Parties may modify this Agreement upon approval by the majority. Any amendment to this Agreement shall be in writing, adopted by each party in the same manner as the original Agreement.
- h. This is a collaborative effort by the Parties and as such, no employees shall be hired as part of this planning project.

## 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 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.
  - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
  - iii. The Policy Committee will establish bylaws by within 6-months of the date of the BWSR One Watershed, One Plan Planning Grant Agreement to describe the functions and operations of the committee(s).

- iv. 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.
    - 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, 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. **Grant Administration and Fiscal Agent:** Scott Soil and Water Conservation District will act as the grant administer and 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.
  - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
  - e. 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 *(Fiscal Agent)*).
  - f. Administration of the grant with BWSR for the purposes of developing a watershed-based plan, including reporting, process oversight, consistent planning and update meetings with BWSR staff, and overall coordination of the process.
- 8. **Project Coordinator:** Le Sueur County will act as the project coordinator 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. Coordination and facilitation of Steering Team meetings including establishing date, location, time, space, technology needs, prepare agendas and supporting materials, taking meeting notes and sending out meeting minutes, and any necessary accommodations such as refreshments.

- c. Coordination and facilitation of Policy Committee and Advisory Committee meetings including establishing date, location, time, space, technology needs, prepare agendas and supporting materials, taking meeting notes and sending out meeting minutes, and any necessary accommodations such as refreshments.
  - d. Identifying potential contracted service providers for process facilitation, plan writing, GIS, mapping, data analysis, monitoring activities, or any other technical services needed throughout the process.
9. **Project Coordinator Support:** Scott Soil and Water Conservation District will act as the support project coordinator for the purposes of this Agreement and agrees to provide the following services:
- a. Assist with identifying potential contracted service providers for process facilitation, plan writing, GIS, mapping, data analysis, monitoring activities, or any other technical services needed throughout the process.
  - b. Contracting for Services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
    - i. Execute the Contract for Services agreement;
    - ii. Ensuring project timelines and deliverables are meeting plan requirements.
    - iii. Oversee expenditures incurred by the consultant;
    - iv. Provide prompt payment for services rendered; and
    - v. Serve as primary contact person with the consultant.
10. **Policy/Advisory Committee Meeting Support:** Scott County & Scott Watershed Management Organization will act as the support note taker for the purposes of this Agreement and agrees to provide the following services:
- a. Assist with taking meeting notes for Policy Committee and Advisory Committee meetings.
11. The following parties agree to provide the following services to the Lower Minnesota River East Watershed Partnership:
- a. Additional work tasks and responsibilities will be identified in the work plan and sub agreements.
12. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:
- |   |  |
|---|--|
| <p><u>Le Sueur County</u><br/>Joseph Martin or successor<br/>County Administrator<br/>88 South Park Ave<br/>Le Center, MN 56057</p> | <p><u>Le Sueur Soil and Water Conservation District</u><br/>Michael Schultz or successor<br/>District Manager<br/>181 W Minnesota Street<br/>Le Center, MN 56057</p> |
|---|--|

Telephone: (507) 357-8220

Rice County

Sara Folsted or successor  
County Administrator  
320 Third Street NW  
Faribault, MN 55021  
Telephone: (507) 332-6100

Scott County

Lezlie Vermillion  
County Administrator  
200 4<sup>th</sup> Avenue W  
Shakopee, MN 55379  
Telephone: (952) 496-8100

Lower Minnesota River Watershed District

Jesse Hartmann or successor  
Watershed District President  
112 E 5<sup>th</sup> Street #102  
Chaska, MN 55318  
Telephone: (952) 856-5880

Telephone: (507) 419-0365

Rice County Soil and Water Conservation District

Steve Pahs or successor  
District Manager  
1810 30<sup>th</sup> Street NW  
Faribault, MN 55021  
Telephone: (507) 332-5408

Scott Soil and Water Conservation District

Troy Kuphal or successor  
District Director  
7151 W 190<sup>th</sup> Street Suite 125  
Jordan, MN 55352  
Telephone: (952) 492-5425

Scott Watershed Management Organization

Vanessa Strong or successor  
Water Management Organization Chair  
200 4<sup>th</sup> Avenue W  
Shakopee, MN 55379  
Telephone: (952) 496-8177

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

PARTNER: Le Sueur County

APPROVED:

BY:  2/15/2022  
County Board Chair Date

BY:  2-15-2022  
County Administrator Date

APPROVED AS TO FORM

BY:  2-15-22  
County Attorney Date

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

PARTNER: **Le Sueur Soil and Water Conservation District**

APPROVED:

BY: Jan Stuck 2/8/22  
Le Sueur SWCD Board Chair Date

BY: M/S 2/8/22  
Le Sueur SWCD Manager Date

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

PARTNER: Rice County

APPROVED:

BY: Jim Pfeifer 2.22.22  
County Board Chair Date

BY: Sara Soested 2/22/22  
County Administrator Date

APPROVED AS TO FORM

BY: Victoria Serrano 3/14/2022  
County Attorney Date



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

**PARTNER: Scott County**

**APPROVED:**

BY:  04/11/2022  
Lezlie Vermillion (Apr 11, 2022 13:24 CDT)  
County Administrator, Lezlie Vermillion Date

**APPROVED AS TO FORM**

BY:  04/11/2022  
Asst. County Attorney, Jeanne Andersen Date

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

PARTNER: **Scott Soil and Water Conservation District**

APPROVED:

BY: *Rob Casey* 02/23/2022  
|Rob Casey (Feb 23, 2022 21:13 CST) \_\_\_\_\_  
Scott SWCD Board Chair Date

BY: *L PKL* 02/28/2022  
Scott SWCD Director Date

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

PARTNER: Lower Minnesota River Watershed District

APPROVED:

BY:  2-16-22  
President of the Watershed District Board Date

BY:  2/16/22  
Secretary of the Watershed District Board Date

# Attachment A

## Lower Minnesota River East 1W1P Planning Boundary

