

**MEMORANDUM OF AGREEMENT TO DEVELOP A JOINT, COMPREHENSIVE WATERSHED MANAGEMENT PLAN FOR THE SOUTH FORK OF THE CROW RIVER (ONE WATERSHED ONE PLAN PLANNING AREA 13)**

This Agreement is made and entered into by and between:

The Counties of McLeod, Renville, Meeker, Kandiyohi and Wright, by and through their respective Boards of Commissioners; and

The McLeod, Renville, Meeker, Kandiyohi, Wright and Carver Soil and Water Conservation Districts, by and through their respective Boards of Supervisors; and

The City of Winsted, by and through its Council; and

The Buffalo Creek Watershed District, by and through its Board of Managers.

Collectively referred to as the "Parties."

The County-parties to this Agreement are political subdivisions of the State of Minnesota with water resource planning authority and obligations under Minnesota Statutes Chapter 103B; authority to carry out environmental programs and implement land use controls under Minnesota Statutes Chapter 375; and other water resource management and project authorities as otherwise provided by law.

The Soil and Water Conservation District (SWCD)-parties to this Agreement are political subdivisions of the State of Minnesota with water resource planning authority and obligations as well as 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.

The City-party to this Agreement is a political subdivision of the State of Minnesota with authority, pursuant to statutes chapter 462, to regulate land uses; acquire property interests for conservation purposes; provide for the protection of recreation, agriculture, forestry, soil conservation, water supply conservation, conservation of shorelands and flood control; and to plan for, adopt goals and objectives for, and establish standards, procedures and regulations for the preservation of agricultural, forest, wildlife, and open space land and the minimization of development in sensitive shoreland areas.

The Watershed District-party to this Agreement is a special purpose unit of local government with water resource planning authority and obligations; authority to carry out environmental programs and implement land use controls; and other water resource management and project authorities as provided in Minnesota Statutes Chapter 103D and as otherwise provided by law.

The Parties have a common interest in developing a comprehensive watershed management plan for the South Fork of the Crow River (One Watershed One Plan Planning Area 13) 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.

The Parties enter 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*.

Based on the foregoing, which shall be incorporated into and made part of this Agreement, the Parties 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 South Fork of the Crow River (One Watershed One Plan Planning Area 13) Watershed. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated and comprehensive watershed management plan (the Plan) for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the South Fork of the Crow River Watershed Planning Group.
2. **Term:** This Agreement is effective upon signature of all Parties and the award of a planning grant for development of the Plan, in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan. This Agreement will remain in effect until adoption of a 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 prior to December 31, 2021. Each additional party, if any, agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee as established herein.
4. **Withdrawal of Parties:** A Party desiring to withdraw from this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official resolution of its governing body. Notice must be made at least 30 days in advance of the intended date of withdrawal.
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 Section 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, Minnesota Statutes Chapter 13. At the time this agreement expires, all records will be turned over to the McLeod County SWCD for continued retention in accordance with its records retention policies.
- 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.

## 6. Administration:

- a. **Establishment of Committees for Development of the Plan.** At a minimum, the Parties shall establish a Policy Committee and an Advisory Committee. Each Party agrees to designate one representative, who must be an elected or appointed member of its governing board, to the Policy Committee for development of the Plan and may appoint one or more technical representatives to the Advisory Committee for development of the Plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.

- i. The Policy Committee members 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. Actions and decisions of the Policy Committee shall be by consensus.
    - ii. Each Party may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member. Alternative Policy Committee members may attend all meetings but may only act in the absence of the primary member.
    - iii. The Policy Committee will establish bylaws within six (6) months of the effective date of this agreement to describe its function and operation including that of any subcommittees.
    - 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, and approval of the Plan for submittal by each Party, the Policy Committee will submit the Plan 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:** The McLeod SWCD and its designated agent 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 the 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 grant agreement.

8. **Grant Administration:** The McLeod SWCD and its designated agent 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 the Plan, including being the primary BWSR contact for the Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
  - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
  - c. Provide the additional services set forth in Attachment B.
9. **Authorized Representatives:** The following persons listed in Attachment C will be the primary contacts for all matters concerning this Agreement.
10. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts all of which, together, shall constitute the entire agreement.

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers and upon authorizing action of their governing bodies.

**McLeod County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Renville County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Meeker County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Kandiyohi County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Wright County**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Buffalo Creek Watershed District**

By \_\_\_\_\_  
Its Board President

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**McLeod County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Renville County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Meeker County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Kandiyohi County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Wright County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**Carver County SWCD**

By \_\_\_\_\_  
Its Board Chair

Approved as to form:

By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_

**City of Winsted, Minnesota**

By \_\_\_\_\_  
Its Mayor

Approved as to form:

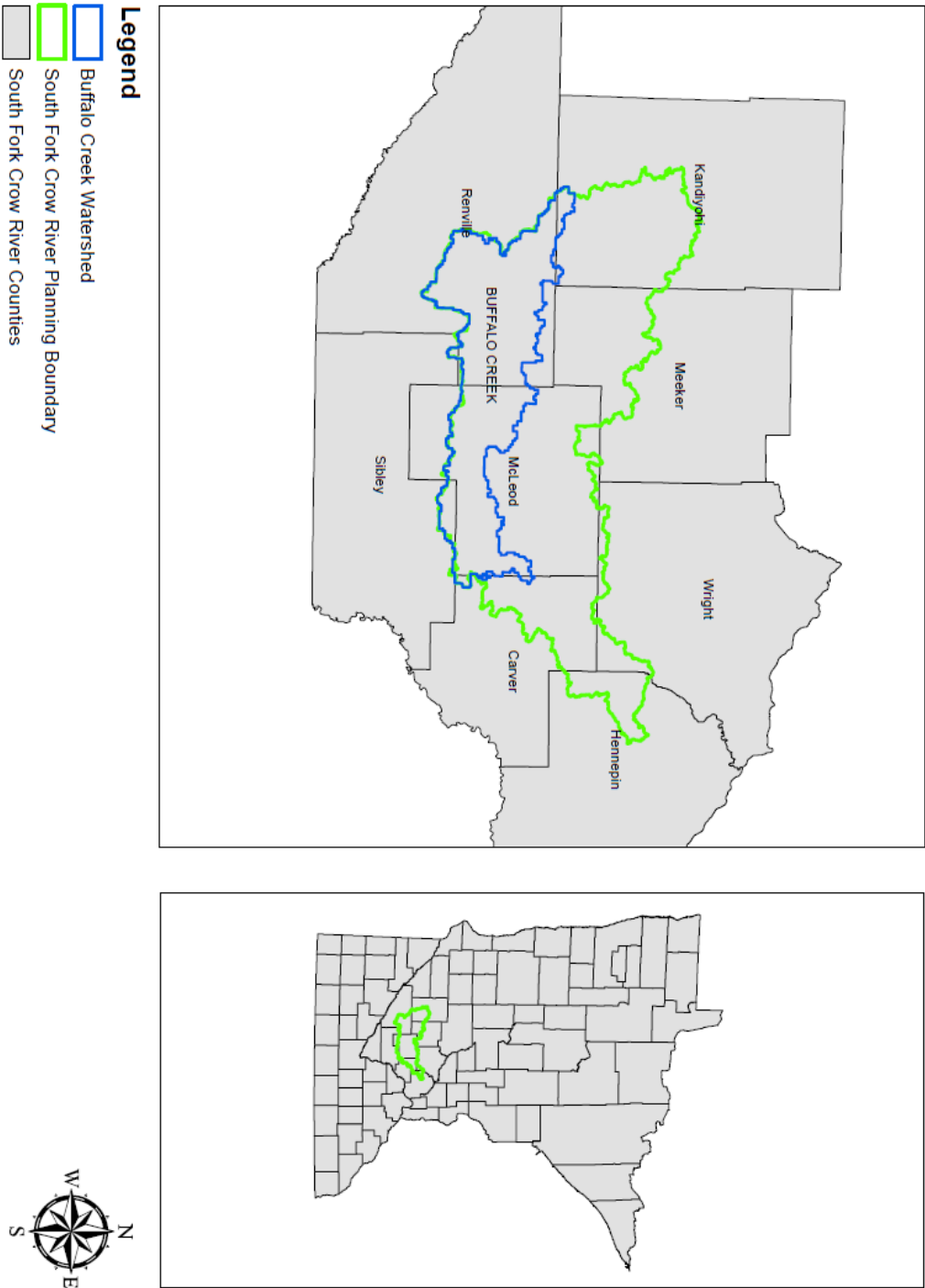
By \_\_\_\_\_  
Its Attorney

Dated: \_\_\_\_\_



# South Fork Crow River Planning Area 13

## Attachment A



## **Attachment B**

### Scope of Services

1. Coordination of Policy Committee meetings, including:
  - a. Provide advance notice of meetings;
  - b. Prepare and distribute the Agenda and related materials;
  - c. Prepare and distribute Policy Committee Minutes;
  - d. Maintain all records and documentation of the Policy Committee;
  - e. Provide public notices to the counties and watershed district for publication; and
  - f. Gather public comments from public hearing and prepare for submittal.
  
2. Coordination of Advisory Committee meetings, including the technical and citizen subcommittees, including:
  - a. Provide advance notice of meetings;
  - b. Prepare and Distribute the Agenda and related materials;
  - c. Prepare and Distribute Minutes; and
  - d. Maintain all records and documentation of the committees.
  
3. Administration of the grant with BWSR for the purposes of developing a watershed-based plan, including:
  - a. Submit this Agreement, work plan, and other documents as required;
  - b. Execute the grant agreement;
  - c. Account for grant funds and prompt payment of bills incurred;
  - d. Complete annual eLINK reporting;
  - e. Present an annual audit of grant funds and their usage; and
  - f. Maintain all financial records and accounting.
  
4. Contracting for Services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
  - a. Execute the Contract for Services agreement;
  - b. Oversee expenditures incurred by the consultant;
  - c. Provide prompt payment for services rendered; and
  - d. Serve as primary contact person with the consultant.

## Attachment C

### Points of Contact

#### McLeod County

Marc Telecky  
1065 5<sup>th</sup> Avenue SE  
Hutchinson, MN 55350  
320-484-4315  
[Marc.telecky@co.mcleod.mn.us](mailto:Marc.telecky@co.mcleod.mn.us)

#### Meeker County

Greg Schultz  
325 Sibley Ave. N.  
Litchfield, MN 55355  
320-693-5200  
[Greg.schultz@co.meeker.mn.us](mailto:Greg.schultz@co.meeker.mn.us)

#### Wright County

Bill Stephens  
10 2<sup>nd</sup> St. NW. Room 140  
Buffalo, MN 55313  
763-682-1970  
[Bill.stephens@co.wright.mn.us](mailto:Bill.stephens@co.wright.mn.us)

#### McLeod County SWCD

Ryan Freitag  
520 Chandler Ave. N.  
Glencoe, MN 55336  
320-864-1214  
[Ryan.Freitag@co.mcleod.mn.us](mailto:Ryan.Freitag@co.mcleod.mn.us)

#### Renville County

Diane Mitchell  
105 South 5<sup>th</sup> St. Suite 311  
Olivia, MN 56277  
320-523-3760  
[dianem@renvillecountymn.com](mailto:dianem@renvillecountymn.com)

#### Kandiyohi County

Eric Van Dyken  
400 Benson Ave. SW.  
Wilmar, MN 56201  
320-231-6229  
[Eric.vandyken@kcmn.us](mailto:Eric.vandyken@kcmn.us)

#### Buffalo Creek Watershed District

Larry Phillips  
8495 Ideal Avenue  
Glencoe, MN 55336  
(320) 864-4142  
[larryp@bcwatershed.org](mailto:larryp@bcwatershed.org)

#### Renville County SWCD

Holly Hatlewick  
1008 W. Lincoln Ave.  
Olivia, MN 56277  
320-523-1559  
[hollyh@renvilleswcd.org](mailto:hollyh@renvilleswcd.org)

### **Meeker County SWCD**

Joe Norman  
916 E Saint Paul St.  
Litchfield, MN 55355  
320-693-7287  
[Joseph.norman@mn.nacdnet.net](mailto:Joseph.norman@mn.nacdnet.net)

### **Kandiyohi County SWCD**

Rick Reimer  
1005 High Avenue NE.  
Wilmar, MN 56201  
320-235-3906  
[Rick.reimer@mn.nacdnet.net](mailto:Rick.reimer@mn.nacdnet.net)

### **Wright County SWCD**

Alicia O'Hare  
311 Brighton Ave. S. #C  
Buffalo, MN 55313  
763-682-1970  
[Alicia.ohare@mn.nacdnet.net](mailto:Alicia.ohare@mn.nacdnet.net)

### **Carver County SWCD**

Mike Wanous  
11360 US – 212  
Cologne, MN 55322  
952-466-5230  
[mwanous@co.carver.mn.us](mailto:mwanous@co.carver.mn.us)

### **City of Winsted, Minnesota**

Adam Birkholz  
201 1<sup>st</sup> St. N.  
Winsted, MN 55395  
320-485-2366  
[Adam.birkholz@winsted.mn.us](mailto:Adam.birkholz@winsted.mn.us)