

MEMORANDUM OF AGREEMENT

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

The Counties of Brown, Cottonwood, Lyon, Murray, and Redwood by and through their respective County Board of Commissioners, (Counties) and
The Brown, Cottonwood, Lyon, Murray and Redwood Soil and Water Conservation Districts ("SWCDs"), by and through their respective Soil and Water Conservation District Board of Supervisors,
The Area II Minnesota River Basin Projects and Redwood-Cottonwood Rivers Control Area Joint Powers Organizations, by and through their respective Board of Directors, and
The City of Springfield, by and through its City Council,
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 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, Area II Minnesota River Basin Projects is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources with floodwater retention and retardation, pursuant to Minnesota Statutes Chapter 103F.171-103F.187 and as otherwise provided by law; and

WHEREAS, Redwood-Cottonwood Rivers Control Area is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources, pursuant to Minnesota Statutes Chapter 471, Section 471.59 and as otherwise provided by law; and

WHEREAS, the City of Springfield is a municipal corporation of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil erosion and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

WHEREAS, the Parties of this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Cottonwood-Middle Minnesota 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 Statute § 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 recognize the importance of partnerships to plan and implement protection and restoration efforts for the Cottonwood-Middle Minnesota Watershed as illustrated in 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 Cottonwood-Middle Minnesota One Watershed, One Plan 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 adoption of the plan by all parties, unless cancelled 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 30, 2022. 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.
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 Redwood-Cottonwood Rivers Control Area 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.

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 within 90 days of execution of this document to describe the functions and operations of the committee(s).
 - iv. The Steering Team will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on plan development and content.
 - v. The Steering Team will consult with the Advisory Committee as needed to provide public comments and recommendations. This will occur no less than once per year until the plan is approved. 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 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:** The Redwood-Cottonwood Rivers Control Area 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.
 - 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 Fiscal Agent's records retention schedule until termination of the Agreement.
 - f. The Scope of Services provided to the Cottonwood-Middle Minnesota One Watershed, One Plan Partnership is outlined in Attachment B.
8. **Grant Administration:** The Redwood-Cottonwood Rivers Control Area 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 with the records necessary to describe the planning condition of the BWSR grant agreement.
 - c. The Scope of Services provided to the Cottonwood-Middle Minnesota One Watershed, One Plan Partnership is outlined in Attachment C.

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

Brown County

Allison Kletscher, or successor
14 S. State Street, New Ulm, MN 56073
Email: Allison.kletscher@co.brown.mn.us
Telephone: (507) 233-6640

Cottonwood County

Kay Gross, or successor
220 10th Street, Windom, MN 56101
Email: kay.gross@co.cottonwood.mn.us
Telephone: (507) 832-8287

Lyon County

John Biren, or successor
1424 E. College Dr, Ste 600, Marshall, MN 56258
Email: johnbiren@co.lyon.mn.us
Telephone: (507) 532-8207 x 3

Murray County

Sarah Soderholm, or successor
2500 28th Street, Slayton, MN 56172
Email: ssoderholm@co.murray.mn.us
Telephone: (507) 836-1165

Redwood County

Scott Wold, or successor
403 S. Mill Street, Redwood Falls, MN 56283
Email: scott_w@co.redwood.mn.us
Telephone: (507) 637-4023

Area II Minnesota River Basin Projects

Kerry Netzke, or successor
1424 East College Dr, Ste 300, Marshall MN 56258
Email: kerry.netzke@area2.org
Telephone: (507) 537-6369

City of Springfield

Joe Stremcha, or successor
2 E. Central Street, Springfield, MN 56087
Email: joe.stremcha@springfieldmn.org
Telephone: (507) 723-3524

Brown SWCD

Melanie Krueger, or successor
300 2nd Ave SW, Sleepy Eye, MN 56085
Email: melanie.krueger@brownswcdmn.org
Telephone: (507) 794-2553

Cottonwood SWCD

David Bucklin, or successor
220 10th Street, Windom, MN 56101
Email: david.bucklin@co.cottonwood.mn.us
Telephone: (507) 832-8287

Lyon SWCD

Courtney Snyder, or successor
1424 E. College Dr, Ste 600, Marshall, MN 56258
Email: courtneysnyder@co.lyon.mn.us
Telephone: (507) 532-8207 x 3

Murray SWCD

Devin Ryan, or successor
2740 22nd Street, Slayton, MN 56172
Email: dryan@co.murray.mn.us
Telephone: (507) 836-6690

Redwood SWCD

Kurt Mathiowetz, or successor
1241 E. Bridge St, Ste C, Redwood Falls, MN 56283
Email: kurt_m@co.redwood.mn.us
Telephone: (507) 637-2427 x 3

Redwood-Cottonwood Rivers Control Area

Kerry Netzke, or successor
1424 East College Dr, Ste 300, Marshall MN 56258
Email: kerry.netzke@rcrca.com
Telephone: (507) 532-1325

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

PARTNER: BROWN COUNTY

APPROVED:

BY: Anton J Berg 12-20-22
Board Chair Date

ATTEST: Sam Horner... County Admin. 12-20-22
Name Title Date

APPROVED AS TO FORM (use if necessary)

BY: _____
County Attorney Date

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

PARTNER: BROWN SWCD

APPROVED:

BY: Mark Webb 12/27/2022
Board Chair - Vice-Chair Date

BY: Melissa 12/27/2022
District Manager/Administrator Date

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

PARTNER: COTTONWOOD COUNTY

APPROVED:

BY: James J. O'Grady 12/20/22
Board Chair Date

ATTEST: Anna Shihor 12/20/22
Name Title Date
Auditor Treasurer

APPROVED AS TO FORM (use if necessary)

BY: [Signature] 12-20-22
County Attorney Date

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

PARTNER: COTTONWOOD SWCD

APPROVED:

BY:  12-20-2022
Board Chair Date

BY:  12-20-2022
District Manager/Administrator Date

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

PARTNER: LYON COUNTY

APPROVED:

BY: Steve W. Patton 12/8/2022
Board Chair Date

ATTEST: Jocelyn Stambly Admin 12-8-22
Name Title Date

APPROVED AS TO FORM (use if necessary)

BY: _____
County Attorney Date

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

PARTNER: LYON SWCD

APPROVED:


BY: Mark Menibwood 12/19/22
Board Chair Date

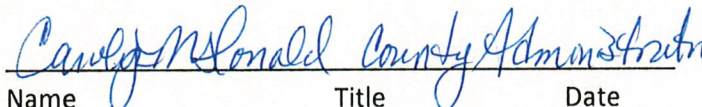
BY: John Brien 12/19/22
District Manager/Administrator Date

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

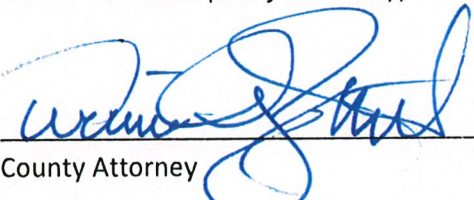
PARTNER: MURRAY COUNTY

APPROVED:

BY:  12/8/2022
Board Chair Date

ATTEST:  County Administrator 12-8-2022
Name Title Date


APPROVED AS TO FORM (use if necessary)

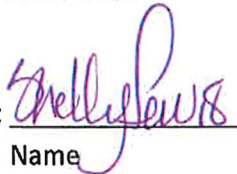
BY:  12/12/22
County Attorney Date

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

PARTNER: MURRAY SWCD

APPROVED:

BY:  12-6-22
Board Chair Date

ATTEST:  District Administrator 12/6/2022
Name Title Date


APPROVED AS TO FORM *(use if necessary)*

BY: _____
County Attorney Date

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

PARTNER: REDWOOD COUNTY

APPROVED:

BY:  _____
Board Chair Date

ATTEST:  _____  _____ 
Name Title Date

APPROVED AS TO FORM (use if necessary)

BY:  _____ 12.13.2022 _____
County Attorney Date

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

PARTNER: REDWOOD SWCD

APPROVED:

BY:  _____ 12/21/22
Board Chair Date

BY:  _____ 12/29/22
District Manager/Administrator Date

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

PARTNER: **AREA II MINNESOTA RIVER BASIN PROJECTS**

APPROVED:

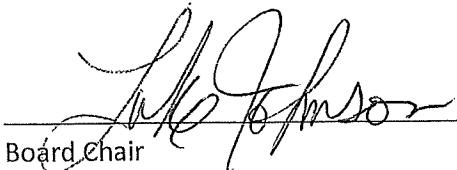
BY:  _____ 12/1/2022
Board Chair Date

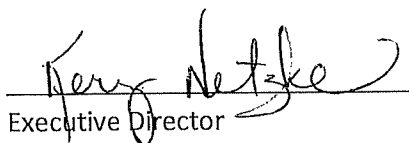
BY:  _____ 12/1/2022
Executive Director Date

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

PARTNER: REDWOOD-COTTONWOOD RIVERS CONTROL AREA

APPROVED:

BY:  12-1-22
Board Chair Date

BY:  12/1/2022
Executive Director Date

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

PARTNER: CITY OF SPRINGFIELD

APPROVED:

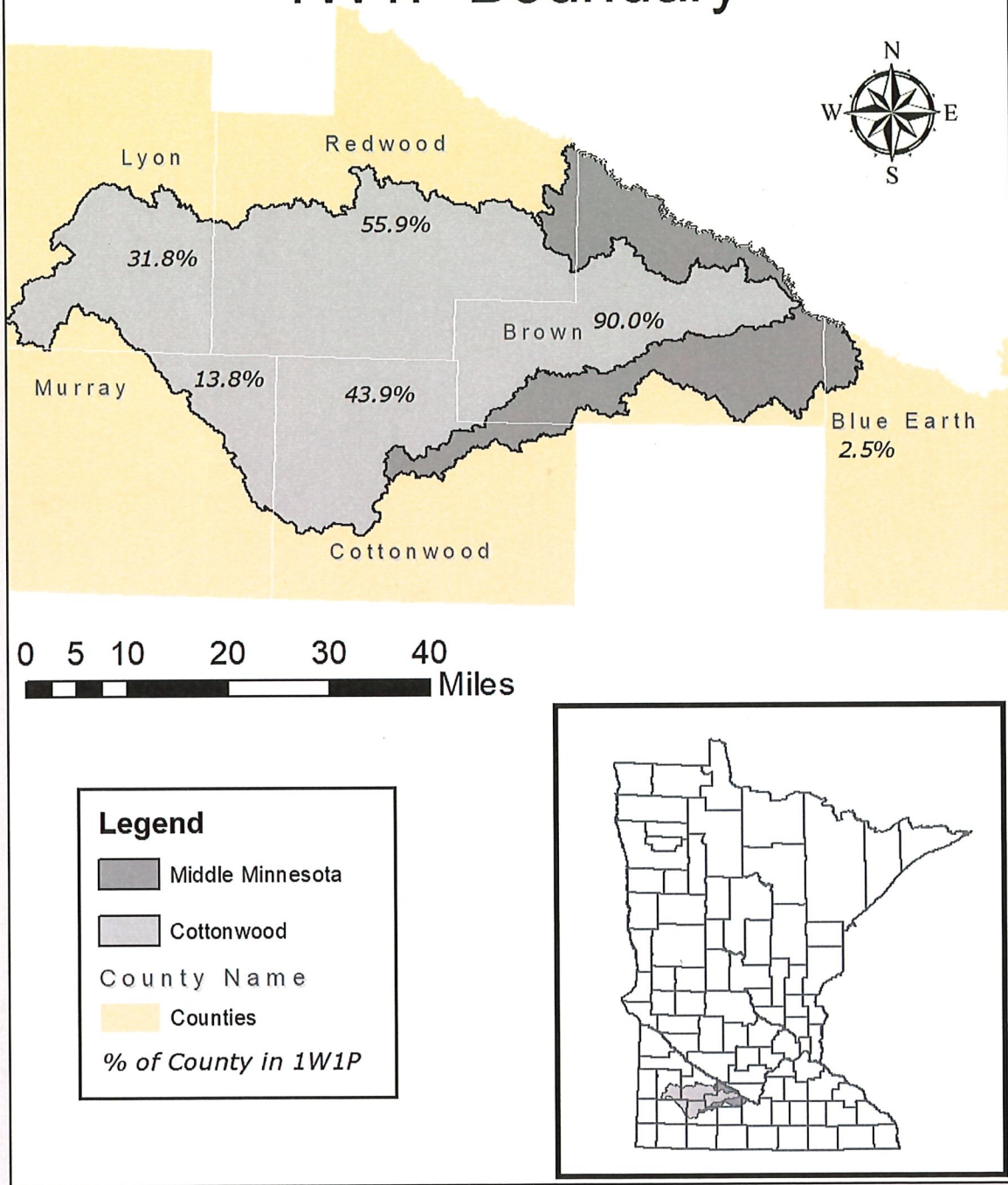
BY: Lawell Helget _____
Mayor Date

BY: [Signature] _____ 12/19/22
City Manager Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
City Attorney Date

Cottonwood - Middle Minnesota 1W1P Boundary



Attachment B

Scope of Services Provided by the REDWOOD-COTTONWOOD RIVERS CONTROL AREA (RCRCA)

RCRCA will have the following fiscal duties:

1. Account for grant funds and provide prompt payment of bills incurred,
2. Complete annual eLINK reporting,
3. Present an annual audit of grant funds and their usage,
4. Maintain all financial records and accounting,
5. Contract for Services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
 - a. Execute the services agreement, and
 - b. Oversee expenditures incurred by the consultant.
6. Administer the grant with BWSR for the purposes of developing a watershed-based plan, including:
 - a. Submit this Agreement, work plan, budget, and other documents as required, and
 - b. Execute the grant agreement.

Attachment C

Scope of Services Provided by the REDWOOD-COTTONWOOD RIVERS CONTROL AREA (RCRCA)

RCRCA will have the following administrative duties:

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 for publication, and
 - f. Coordinate public meetings as required by Minnesota Statutes Chapter 103B as part of the formal review process for the watershed-based plan, gather public comments from public hearings, and prepare document for submittal.
2. Coordination of Steering Team meetings, Technical and Advisory 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.