

MEMORANDUM OF AGREEMENT

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

The Counties of Dodge, Fillmore, Mower, Olmsted, Houston, and Winona (Counties), by and through their respective County Board of Commissioners, and the Dodge, Fillmore, Mower, Olmsted, Root River, and Winona Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and The Crooked Creek Watershed District, by and through the Board of Managers.

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 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 Root River 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 Minn. Stat. Sections 103B, 103C, and 103D and with public drainage systems pursuant to Minn. Stat. 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan," also known as the "One Watershed, One Plan". The parties have formed this agreement for the specific goal of developing the BSWR - One Watershed, One Plan for the Root River Watershed.

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 Root River Watershed (*See Attachment A with a map of the planning area*). Parties signing this agreement will be collectively referred to as the "Root River Watershed 1W1P" and are partnering together in the form of a joint powers agreement under Minn. Stat. Section 471.59.

2. **Term:** This agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan; and will remain in effect until canceled according to the provisions of this Agreement, unless earlier terminated by law. This agreement end date will run consistent with the BWSR grant agreement end date. Parties may revisit the grant agreement end date and make extensions to the term of the grant agreement if agreed upon by the Policy Committee (the structure, membership, and governing provisions of the Policy Committee are described in a later paragraph in this Agreement).
3. **Adding Additional Parties:** A qualifying party within the Root River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this agreement shall indicate its intent by adoption of a governing board resolution prior to June 30, 2015. The qualifying 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. **Removal 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 30 days in advance of leaving the group and not later than June 30, 2015.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or 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 the 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" and 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 Section 471.59, Subd. 1a(a), provided further that for purposes of that statute 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 the other party.
 - c. **Records Retention:** 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 Minn. Stat. §138.17. The records retention will follow the Fiscal Agent's and Day to Day Contact Agent's schedules. At the time this agreement expires, all records will be turned over to the Day to Day Contact 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. **Termination:** The parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR and until canceled by all parties, 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 has been completed.
 - f. **Extension:** The parties may extend the termination date of this Agreement for the purposes of implementation of the plan beyond the BWSR grant planning phase identified in Section 2 as agreed upon by the group.
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6. Administration:

- a. **Establishment of a Policy Committee and Advisory Committee for Development of the One Watershed, One 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 One Watershed, One Plan. The Policy Committee will meet monthly or as needed to develop and decide on the content of the plan.
 - i. Authority of Policy Committee member: Each representative shall have one vote and shall have the authority to act on behalf of their Board in all matters, such as grant agreement(s) and amendment(s), interim report review and approval, payments under the grant, professional contracts, and voting on the recommended plan to be submitted to local review and comment process. The Policy Committee will establish bylaws by 02/28/2015.
 - ii. The Policy Committee member will serve as a liaison to their respective boards. The governing boards may choose alternates to serve from their boards as needed.
 - iii. An Advisory Committee as required by rule and statute will be established to provide technical support on the development of the plan, plan content, and plan implementation to the Policy Committee, including identification of priorities. The Advisory Committee will consist of the local Planning Workgroup, stakeholders, the state's main water agencies, and/or plan review agencies. The Advisory Committee will meet quarterly or as needed.
 - iv. A Planning Workgroup as recommended under rule will be established consisting of local staff, local water planners, local watershed staff, and local SWCD staff for the purposes of logistical and day-to-day decision-making in the planning process. The Planning Workgroup will meet monthly or as needed.

- b. **Submittal of the Plan.** The Policy Committee will recommend the draft plan to the parties of this Agreement. Each party will participate in hosting a public hearing(s) through the Policy Committee for local review and comment process that conforms to Minnesota Statutes 103B and 103D including required public hearings. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes 103B and 103D including public hearings. Upon completion of local review and comment, and approval of the plan for submittal to BWSR by each party, the Policy Committee will submit the watershed-based plan jointly to the Board of Water and Soil Resources for review and approval.
 - c. **Adoption of the Plan.** The parties agree to adopt and begin implementation of the plan within 120 days of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapter 103B and 103D.
7. **Fiscal Agent:** Winona County Soil and Water Conservation District will act as the fiscal agent for the purposes of this agreement and agrees to:
- a. Accept all fiscal responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan and sign the grant agreement on behalf of the parties listed within.
 - b. Perform financial transactions as part of contract implementation.
 - c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
 - d. Provide the Policy Committee and its members with such records as are necessary to describe the financial condition of the BWSR grant agreement.
 - e. Responsible for fiscal records retention consistent with the agents records retention schedule until termination of the agreement (at that time, records will be turned over to the grant Day-to-Day contact.)
8. The Fillmore County Soil and Water Conservation District agrees to provide the following services to the partnership and agrees to:
- a. Accept all day to day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Day to Day Contact for the One Watershed, One Plan Grant Agreement and Plan.
 - c. Responsible for the BWSR reporting requirements (ELink).
 - d. Provide the Policy Committee with such records as are necessary to describe the planning condition of the BWSR grant agreement.

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

Dodge County
County Administrator
22 6th Street South
Mantorville, MN 55955
Telephone: (507)635-6239

Dodge SWCD
District Administrator
916 2nd Street SE
Dodge Center, MN 55927
Telephone: (507)374-6364

Fillmore County
County Administrator
101 Fillmore Street, PO Box 466
Preston, MN 55965
Telephone: (507)765-4566

Fillmore SWCD
District Administrator
900 Washington Street NW
Preston, MN 55965
Telephone: (507)765-3878

Houston County
County Administrator
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507)725-5800

Root River SWCD
District Administrator
805 North Hwy 44/76, Suite 1
Caledonia, MN 55921
Telephone: (507)724-5261

Mower County
County Administrator
201 1st Street NE
Austin, MN 55912
Telephone: (507)437-9494

Mower SWCD
District Administrator
1408 21st Avenue NW, Suite 2
Austin, MN 55912
Telephone: (507)434-2603

Olmsted County
County Administrator
151 4th Street SE
Rochester, MN 55904
Telephone: (507)328-6001

Olmsted SWCD
District Administrator
1485 Industrial Drive NW, Room 102
Rochester, MN 55901
Telephone: (507)280-2850

Winona County
County Administrator
177 Main Street
Winona, MN 55987
Telephone: (507)457-6353

Winona SWCD
District Administrator
400 Wilson Street, PO Box 39
Lewiston, MN 55952
Telephone: (507)523-2171

Crooked Creek Watershed District
Robert Mierau
13598 Heintz Road
Caledonia, MN 55921
Telephone: (507)259-3617

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Dodge SWCD

APPROVED:

BY: Larry Schlegel 11-20-14
Board Chair Date

BY: [Signature] 11/20/14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date


APPROVED AS TO EXECUTION

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

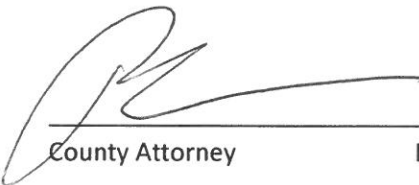
PARTNER: Dodge County

APPROVED:

BY:  12-12-2014
Board Chair Date

BY:  12-15-14
District Manager/Administrator Date

APPROVED AS TO FORM

BY:  12/17/2014
County Attorney Date

APPROVED AS TO EXECUTION

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Fillmore County

APPROVED:

BY: Deane Balde 11/25/14
Board Chair Date

BY: [Signature] 11/25/14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: Brett Corso 11/25/14
County Attorney Date

APPROVED AS TO EXECUTION

BY: Brett Corso 11/25/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Fillmore SWCD

APPROVED:

BY: Brian Hagl 11-13-2014
Board Chair Date

BY: Donna Dasmussen 11/13/14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: Brett Corso 11/25/14
County Attorney Date

APPROVED AS TO EXECUTION

BY: Brett Corso 11/25/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Crooked Creek Watershed District

APPROVED:

BY: Walter Robbman 11-13-14
Board Chair Date

BY: Anne Selness 11-13-14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: Jamie P. Steele 11/24/14
County Attorney Date

APPROVED AS TO EXECUTION

BY: Jamie P. Steele 11/24/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Root River SWCD

APPROVED:

BY:  11-12-14
Board Chair Date

BY: Anne Selner 11-12-14
District Manager/Administrator Date

APPROVED AS TO FORM

BY:  11/24/14
County Attorney Date

APPROVED AS TO EXECUTION

BY:  11/24/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Houston County Commissioners

APPROVED:

BY: Teresa Walter 11/18/14
Board Chair Date

BY: Anne Selner 11/18/14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: Jamie Preece 11/24/14
County Attorney Date


APPROVED AS TO EXECUTION

BY: Jamie Preece 11/24/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Mower County

APPROVED:


BY:  11/25/14
Board Chair Date

BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

APPROVED AS TO EXECUTION

BY:  12/23/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Mowbr SWCD

APPROVED:

BY: James DeBhardt 11-12-14
Board Chair Date

BY: Sewely Dordby 11-12-14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

APPROVED AS TO EXECUTION

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Olmsted County

APPROVED:

BY:  11-18-14
Board Chair Date

BY:  11/18/2014
District Manager/Administrator Date

APPROVED AS TO FORM

BY: Thomas M. Corn 12/8/14
County Attorney Date

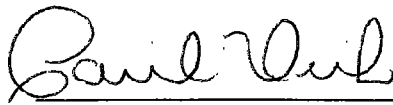
APPROVED AS TO EXECUTION

BY: Thomas M. Corn 12/8/14
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Olmsted Soil and Water Conservation District

APPROVED:

BY:  11/20/14
Board Chair Date

BY:  11/20/14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

APPROVED AS TO EXECUTION

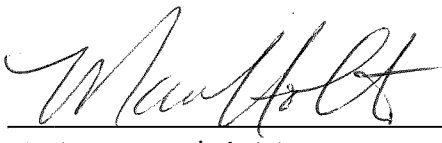
BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)


PARTNER: Winona County

APPROVED:


BY:  11/25/14
Board Chair Date

BY:  11/25/14
District Manager/Administrator Date
Interim

APPROVED AS TO FORM

BY: 
County Attorney Date 11-14-14

APPROVED AS TO EXECUTION

BY: 
County Attorney Date 12-3-14

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: Winona County SWCD

APPROVED:

BY:  11/12/14
Board Chair Date

BY:  11/12/14
District Manager/Administrator Date

APPROVED AS TO FORM

BY: Karin J. Sonneman 11-12-14
County Attorney Date

APPROVED AS TO EXECUTION

BY: Karin J. Sonneman 11-12-14
County Attorney Date

Attachment A

**Root River Watershed
One Watershed One Plan Planning Area**

Root River = 1,062,000 acres
(Fillmore 46.4%, Houston 18.7%, Mower 13.2%, Winona 12%, Olmsted 9.3%, Dodge 0.4%)

Upper Iowa River = 139,200 acres

Mississippi River-Reno = 117,400 acres

