

MEMORANDUM OF AGREEMENT

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

The Counties of Lincoln, Lyon, Murray, Pipestone and Redwood by and through their respective County Board of Commissioners, (Counties) and
The Lincoln, Lyon, Pipestone and Redwood Soil and Water Conservation Districts (“SWCDs”), by and through their respective Soil and Water Conservation District Board of Supervisors, and
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 Marshall, by and through its City Council, and
The City of Redwood Falls, by and through its City Council, and
The City of Ghent, 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 Cities of Marshall, Redwood Falls, and Ghent are municipal corporations of the State of Minnesota, with statutory and, if applicable, charter 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 or, if applicable, charter; 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 Redwood 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 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 Redwood River 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 Redwood River 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:** An Optional Participant, as defined in BWSR Operating Procedures for One Watershed, One Plan Section II. Participation Requirements, desiring to become a member of this Agreement shall indicate its intent by resolution of its governing body prior to March 30, 2024. Prior to becoming a Party to this Agreement the Optional Participant will agree in writing to abide by all terms and conditions of this Agreement.
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. The notice must be provided 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. All official records of the *One Watershed, One Plan* will be stored at the Redwood-Cottonwood Rivers Control Area office located at 1424 East College Drive, Suite 300, Marshall, MN. The Parties are not responsible for ensuring that transitory correspondence or messages of the individual parties related to the *One Watershed, One Plan* are stored at the Redwood-Cottonwood Rivers Control Area.
- 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.** Each Party agrees to designate one representative, who must be an elected or appointed member of the governing board of the Party, 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 Parties agree to create a Steering Team as recommend and defined in BWSR Operating Procedures for *One Watershed, One Plan* Section IV.A.1.a. 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.
- vi. Members of the Advisory Committee may not be a current board or council 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. **Grant Administration:** The Redwood-Cottonwood Rivers Control Area will act as the grant administrator of the One Watershed, One Plan Planning Grant 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 Redwood River One Watershed, One Plan Partnership is outlined in Attachment C.

8. **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 necessary 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.
- f. The Scope of Services provided to the Redwood River Minnesota One Watershed, One Plan is outlined in Attachment B.

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

Lincoln County

Dustin Hauschild, or successor
PO Box 66, Ivanhoe, MN 56142-0066
Email: dhauschild@co.lincoln.mn.us
Telephone: (507) 694-1344

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

Pipestone SWCD

Nicole Schwebach, or successor
PO Box 307, Pipestone, MN 56164-0307
Email: Nicole.schwebach@pcmn.us
Telephone: (507) 825-1185

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 E. College Dr, Ste 300, Marshall MN 56258
Email: kerry.netzke@rcrca.com
Telephone: (507) 532-1325

City of Redwood Falls

Jim Doering, or successor
PO Box 526, Redwood Falls, MN 56286-0526
Email: jdoering@ci.redwood-falls.mn.us
Telephone: (507) 616-7400

Lincoln SWCD

Dale Sterzinger, or successor
200 S Co. Hwy 5, Suite 2, Ivanhoe, MN 56142
Email: dale.sterzinger@mandistrict.org
Telephone: (507) 694-1630 x 3

Lyon SWCD

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

Pipestone County

Kyle Krier, or successor
PO Box 307, Pipestone, MN 56164-0307
Email: kyle.krier@pcmn.us
Telephone: (507) 825-1185

Redwood County

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

Area II Minnesota River Basin Projects

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

City of Marshall

Jason Anderson, or successor
344 West Main Street, Marshall MN 56258
Email: jason.anderson@ci.marshall.mn.us
Telephone: (507) 537-6051

City of Ghent

Dawn Vlaminck, or successor
107 N. Chapman Street, Ghent, MN 56239
Email: dawn@ghentmn.com
Telephone: (507) 428-3214

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

PARTNER: **LINCOLN COUNTY**

APPROVED:

BY: _____
Board Chair Date

ATTEST: _____
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: **LINCOLN SWCD**

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

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

PARTNER: LYON COUNTY

APPROVED:

BY: _____
Board Chair Date

ATTEST: _____
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: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

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

PARTNER: **MURRAY COUNTY**

APPROVED:

BY: _____
Board Chair Date

ATTEST: _____
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: PIPESTONE COUNTY

APPROVED:

BY: _____
Board Chair Date

ATTEST: _____
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: PIPESTONE SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator 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: _____
County Attorney Date

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

PARTNER: **REDWOOD SWCD**

APPROVED:

BY: _____
Board Chair Date

BY: _____
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: _____
Board Chair Date

BY: _____
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: _____
Board Chair Date

BY: _____
Executive Director Date

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

PARTNER: CITY OF MARSHALL

APPROVED:

BY: _____
Mayor Date

BY: _____
City Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
City Attorney Date

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

PARTNER: CITY OF REDWOOD FALLS

APPROVED:

BY: _____
Mayor Date

BY: _____
City Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
City Attorney Date

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

PARTNER: **CITY OF GHENT**

APPROVED:

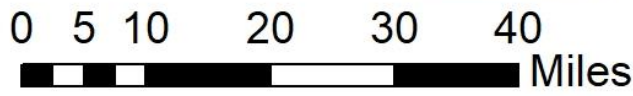
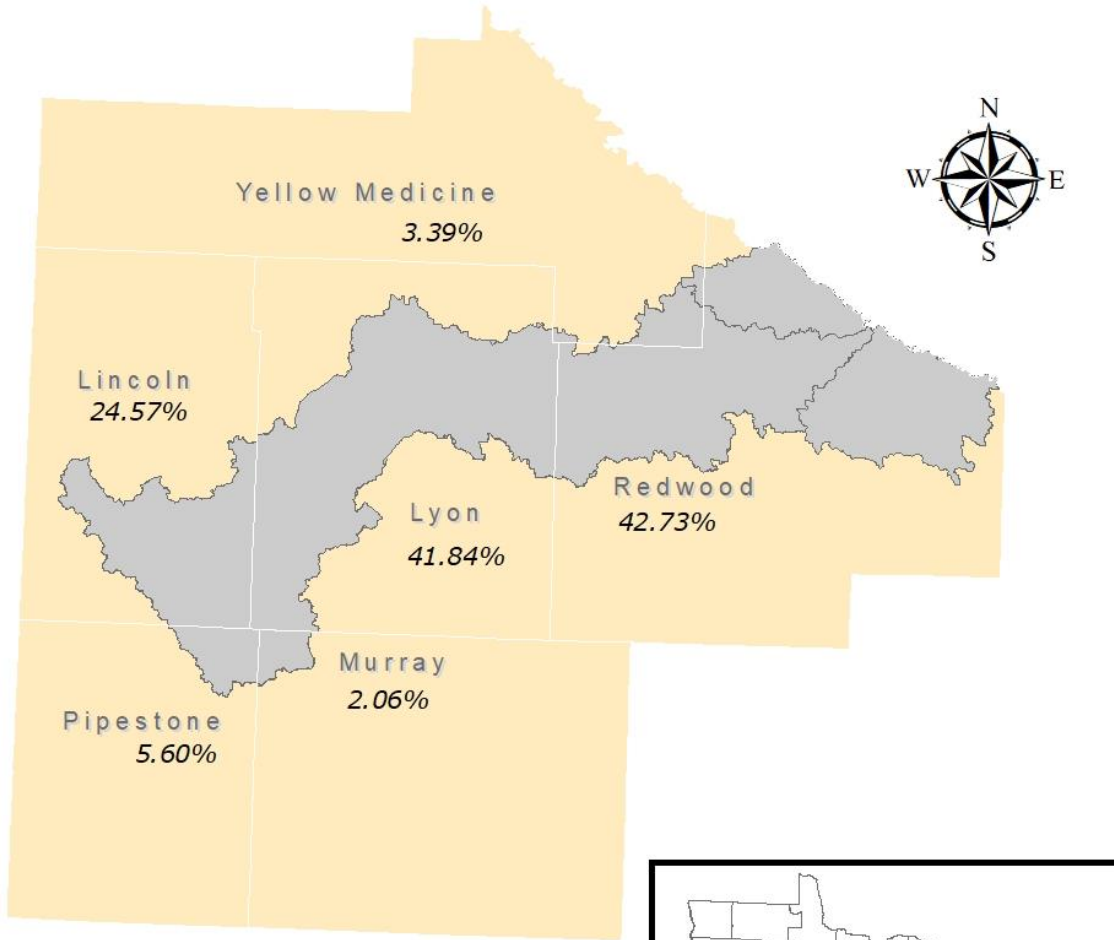
BY: _____
Mayor Date

BY: _____
City Administrator/Clerk Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
City Attorney Date

Redwood River - 1W1P Boundary



Legend

- Redwood Boundary
- County Name
- Counties
- % of County in 1W1P



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.