

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, hereinafter referred to as Agreement, is made and entered into between:

The County of Lac qui Parle, by and through the Board of Commissioners, and
The County of Lincoln, by and through the Board of Commissioners, and
The County of Lyon, by and through the Board of Commissioners, and
The County of Yellow Medicine, by and through the Board of Commissioners, and
The Lac qui Parle Soil and Water Conservation District (SWCD), by and through the Board of Supervisors,
The Lincoln SWCD, by and through the Board of Supervisors, and
The Lyon SWCD, by and through the Board of Supervisors, and
The Yellow Medicine SWCD, by and through the Board of Supervisors, and
The Yellow Medicine River Watershed District, by and through the Board of Managers, and
Area II Minnesota River Basin Projects, Inc. (Area II), by and through the Board of Directors.

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 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 Yellow Medicine River Watershed District is a political subdivision 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 prudent use of the natural resources, pursuant to Minnesota Statutes Chapter 103B, 103D and as otherwise provided by law; and

WHEREAS, Area II Minnesota River Basin Projects, Inc. is a political subdivision of the State of Minnesota, with statutory 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, 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 Yellow Medicine 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 MS 103B, 103C, and 103D with public drainage systems pursuant to MS 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

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 Yellow Medicine River Watershed. Parties signing this agreement will be collectively referred to as the Yellow Medicine 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 Participation Requirements for *One Watershed, One Plan*, notwithstanding the dates of the signatures of the parties, the term of this Agreement shall be from October 1, 2014 through June 30, 2016, unless earlier terminated by law or according to the provisions of this Agreement.
3. **Adding Additional Parties:** A qualifying party desiring to become an added member of this Agreement shall indicate its intent by adoption of a board resolution prior to January 1, 2015. 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. **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.
 - 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 or until

June 30, 2016 consistent with the term of the grant agreement, unless otherwise terminated in accordance with law or other provisions of this Agreement.

5. Administration:

- a. **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. The policy committee will meet monthly or as needed. Each representative shall have one vote. The policy committee will establish bylaws by December 31, 2014.

The parties agree to designate one or more representatives to an advisory committee for development of the watershed-based plan. The advisory committee will meet monthly or as needed to make recommendations on the content of the plan.

The members of the Planning Work Group Committee shall be present at all policy committee meetings to serve in the advisory role.

- 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 103B and 103D including the required public hearing. 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 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.

6. **Fiscal Agent:** Area II Minnesota River Basin Projects, Inc. will act as the fiscal agent for the purposes of this Agreement. In the event that Area II is unable to fulfill its obligations as Fiscal Agent, the Lincoln SWCD will serve in this capacity. The Fiscal Agent 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 contract administration.
- c. Annually provide a full and complete audit report.
- d. Provide the policy committee with such records as necessary to describe the financial condition of the BWSR grant agreement.
- e. The Scope of Services provided to the Yellow Medicine **ONE WATERSHED, ONE PLAN** Partnership is outlined in Attachment B to this document.

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

Lac qui Parle County and Lac qui Parle SWCD

Terry Wittnebel or successor, County Water Planner/ District Manager
122 8th Avenue S, Suite 1
Madison, MN 56256
Email: terry.wittnebel@mn.nacdnet.net
Telephone: (320) 598-7321 ext 3

Lincoln County and Lincoln SWCD

Pauline VanOverbeke or successor, County Water Planner/District Manager
328 E. George Street
Ivanhoe, MN 56142
Email: pauline.vanoverbeke@mn.nacdnet.net
Telephone: (507) 694-1630 ext 3

Lyon County and Lyon SWCD

John Biren or successor, County Water Planner/District Administrator
1424 E. College Drive, Suite 600
Marshall, MN 56258
Email: johnbiren@co.lyon.mn.us
Telephone: (507) 537-0396 ext 3

Yellow Medicine County

Jolene Johnson or successor, County Water Planner
1000 10th Avenue, Suite 2
Clarkfield, MN 56223
Email: Jolene.johnson@co.ym.mn.gov
Telephone: (320) 669-7524

Yellow Medicine SWCD

Lou Ann Nagel or successor, District Manager
1000 10th Avenue, Suite 3
Clarkfield, MN 56223
Email: louann.nagel@mn.nacdnet.net
Telephone: (320) 669-4442 ext 3

Yellow Medicine River Watershed District

Cindy Potz or successor, District Administrator
122 N. Jefferson, Minneota MN 56264
Email: ymrw@centurytel.net
Telephone: (507) 872-6720

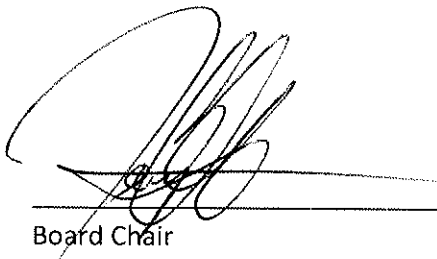
Area II Minnesota River Basin Projects, Inc.

Kerry Netzke or successor, Executive Director
1400 East Lyon Street, Marshall MN 56258
Email: area2@starpoinet.net
Telephone: (507) 537-6369

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

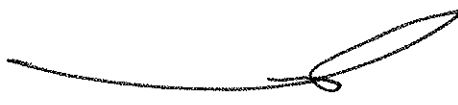
PARTNER: LAC QUI PARLE COUNTY

APPROVED:

BY:  _____ 9/2/14
Board Chair Date

ATTEST: Roy Marikant Commissioner 9/2/14
(Name) (Title) Date

APPROVED AS TO FORM (use if necessary)

BY:  _____ 9/2/14
County Attorney Date

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PARTNER: LAC QUI PARLE SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: Ed Radezma 9-3-14
Board Chair Date

BY: Jerry Kittmebel 9-3-14
District Manager Date

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PARTNER: LINCOLN COUNTY

APPROVED:

BY: Donald Crews 9-2-14
Board Chair Date

ATTEST: Kathys Strauss, Auditor 9-2-14
(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 COUNTY

APPROVED:

BY: Rick White 9/2/2014
Board Chair Date

ATTEST Joan Stanley Administrator 9/2/2014
(Name) (Title) Date

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PARTNER: LYON SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: Allen Datt 8/20/2014
Board Chair Date


BY: Don Breen 8-26-14
District Manager Date

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


PARTNER: **YELLOW MEDICINE COUNTY**

APPROVED:

BY:  9/9/14
Board Chair Date

ATTEST:  Adm. 9-9-14
(Name) (Title) Date

APPROVED AS TO FORM *(use if necessary)*

BY:  9-16-14
County Attorney Date

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

PARTNER: **YELLOW MEDICINE SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: *Brenton H. ...* *8-28-2014*
Board Chair Date

BY: *Juan ... Nagel* *8-28-2014*
District Manager Date

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

PARTNER: **YELLOW MEDICINE RIVER WATERSHED DISTRICT**

APPROVED:

BY:  9/8/14
Board Chair Date

BY: Cindy m Potry 9-8-14
District Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY:  9/8/14
Attorney Date

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

PARTNER: **AREA II MINNESOTA RIVER BASIN PROJECTS, INC.**

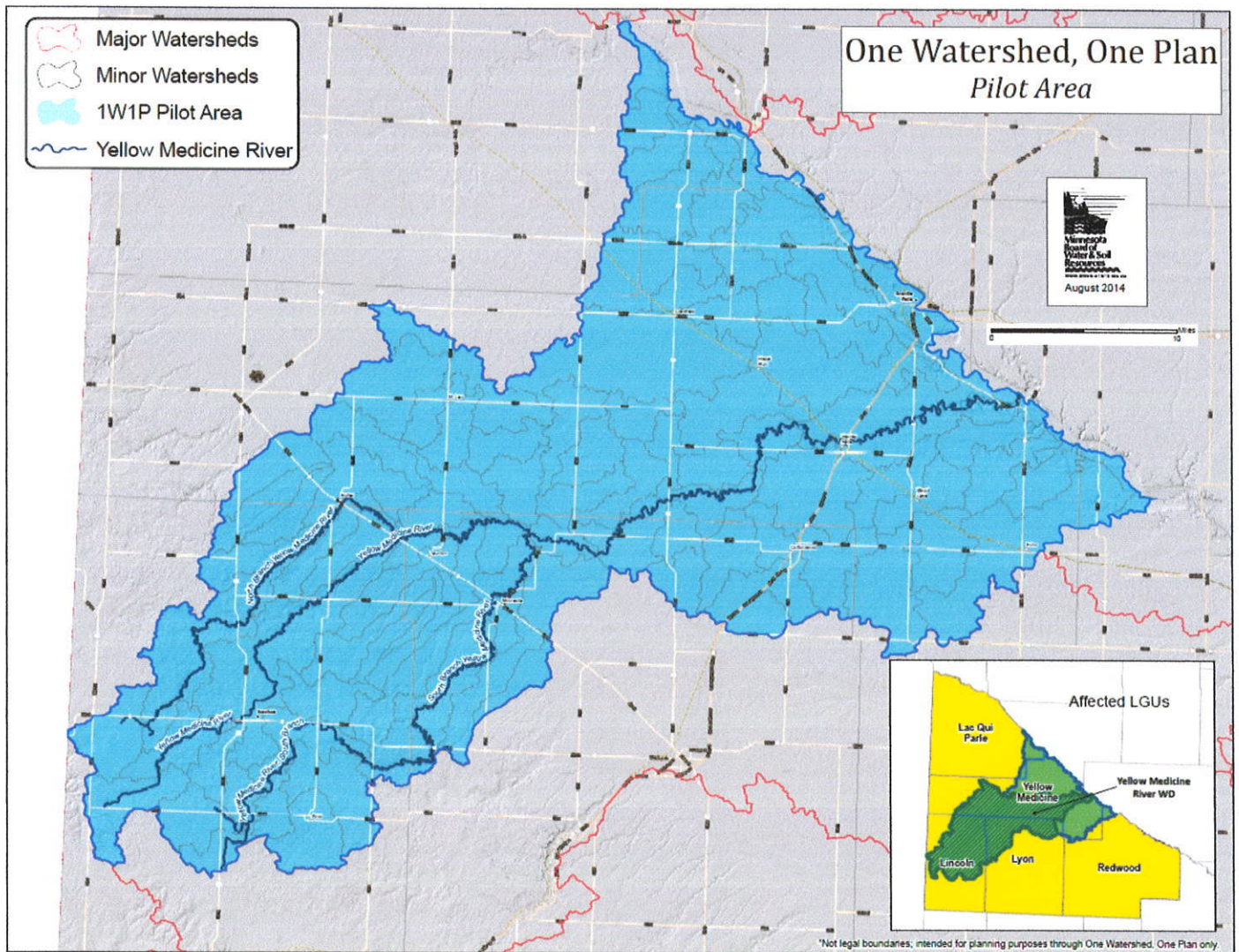
APPROVED:

BY: Robert Malrie 9-5-2014
Board Chair Date

BY: Kerry Nitzke 9/5/2014
Executive Director Date

Attachment A

Yellow Medicine River Watershed Boundary Map



Attachment B

Scope of Services Provided by the Fiscal Agent

Area II Minnesota River Basin Projects, Inc. will have the following 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 for publication
 - 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
 - d. Maintain all records and documentation of the committees

3. Administration of the grant with the Board of Water and Soil Resources 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
 - 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
 - d. Serve as primary contact person with the consultant