



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 4

9:25 a.m. Joshua Mankowski (15 min)

RE: Cannon River 1W1P MOA

Staff Contact: Joshua Mankowski

**ONE WATERSHED ONE PLAN - CANNON RIVER WATERSHED
MEMORANDUM OF AGREEMENT**

This Agreement is made and entered into by and between:

The Counties of Rice, Steele, Goodhue, Dakota, Le Sueur, and Waseca by and through their respective Board of Commissioners, and

The Soil and Water Conservation Districts of Rice, Steele, Goodhue, Dakota, Le Sueur, and Waseca, by and through their respective Board of Supervisors, and

The North Cannon River Watershed Management Organization, by and through their respective Board of Managers, and

The Belle Creek Watershed District, by and through their respective Board of Managers,
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 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 Watershed Management Organizations and Watershed Districts of this Agreement are political subdivisions 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 provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and/or statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Cannon 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.

WHEREAS, the Parties have formed 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*.

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 Cannon River Watershed (*see Attachment A with a map of the planning area*). 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 One Watershed One Plan – Cannon River Watershed
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, or 12/31/2019, the BWSR Grant Agreement end date, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Cannon River Watershed desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to June 30, 2017. 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.

The records retention will follow the Fiscal Agent and Grant Administrator schedules as identified in paragraph 7 and 8.

- 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 have been completed.
- f. **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.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing body, 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 governing body, and act on behalf of their governing body in all matters. Each representative shall have one vote.
 - ii. Each governing body 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 by March 1, 2017 to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will meet as needed to assist and provide technical support and make recommendations to the Policy Committee on the development, content, and implementation 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 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:** Rice Soil and Water Conservation District 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. Provide for strict accountability of all funds, report all receipts and disbursements, and 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 agreement (at that time, records will be turned over to the Day to Day Contact).
8. **Grant Administrator:** Dakota County Soil and Water Conservation District will act as the Day to Day Contact 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. Provide for proper public notice of all meetings and retaining records consistent with the Grant Administrator's record retention schedule.
 - d. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Rice County

Julie Runkel or successor
Environmental Services Director
320 3rd St NW
Faribault, MN 55021
Telephone: (507) 332-6113

Rice Soil and Water Conservation District

Steve Pahs or successor
District Manager
1810 30th St NW
Faribault, MN 55021
Telephone: (507) 332-5408

Steele County

Scott Golberg or successor
Environmental Services Director
630 Florence Ave.
Owatonna, MN 55060
Telephone: (507) 444-7477

Goodhue County

Scott Arneson or successor
County Administrator
509 W. 5th St.
Red Wing, MN 55066
Telephone: (651) 385-3001

Dakota County

Brad Becker or successor
Water Resources Supervisor
14955 Galaxie Avenue
Apple Valley, MN 551
Telephone: 952-891-7044

Le Sueur County

Joshua Mankowski or successor
Environmental Resource Specialist
88 South Park Ave
Le Center, MN 56057
Telephone: (507) 357-8540

Waseca County

Kelly Hunt or successor
Water Resource Specialist
300 North State Street
Waseca, MN 56093
Telephone: (507) 835-0650

North Cannon River WMO

Greg Langer or successor
North Cannon River WMO Chairman
7050 320th Street
Northfield, MN 55057
Telephone: (507) 649-2376

Steele Soil and Water Conservation District

Eric Gulbransen or successor
District Manager
235 Cedardale Dr. SE
Owatonna, MN 55060
Telephone: (507) 451-6730

Goodhue Soil and Water Conservation District

Glen Roberson or successor
District Manager
104 E. 3rd Ave
Goodhue, MN 55027
Telephone: (651) 923-5300 Ext 4

Dakota Soil and Water Conservation District

Brian Watson or successor
District Manager
4100 220th Street West
Farmington, MN 55024
Telephone: (651) 480-7777

Le Sueur Soil and Water Conservation District

Michael Schultz or successor
District Manager
181 W. Minnesota St
Le Center, MN 56057
Telephone: (507) 357-4879 Ext 3

Waseca Soil and Water Conservation District

Eric Gulbransen or successor
District Manager
235 Cedardale Dr. SE
Owatonna, MN 55060
Telephone: (507) 451-6730

Belle Creek Watershed District

Les Kylo or successor
Belle Creek WD Chairman
14414 County 50 Blvd.
Goodhue, MN 55027
Telephone: (507) 272-3767

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

PARTNER: _____

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
County Attorney Date

Attachment A

Cannon River Watershed Planning Map

