



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, January 19, 2022

Agenda Item

Item 7. A. – Lower Minnesota River East One Watershed One Plan

Prepared By

Linda Loomis, Administrator

Summary

The first meeting of the Policy Committee for the development of the Lower Minnesota River East 1W1P was held on December 16, 2021. Manager Amundson attended and has provided notes from the meeting. Her notes follow:

Lower Minnesota River East 1W1P Policy Committee Informational Meeting Notes

Draft Memorandum of Agreement (MOA)

Discussion of the MOA focused on organization structure. The Steering Committee will consist of LGU and BWSR staff; the Advisory Committee will consist of LGU, State Agencies, Tribes, municipalities, and the Metropolitan Council. The Policy Committee will consist of elected or appointed officials. Scott Soil and Water Conservation District will act as the fiscal agent and Le Sueur County will act as the grant administrator for the purposes of the agreement. There will be a consultant team hired to write the bulk of the plan. The MOA is under County attorney's review.

The roles and responsibilities of the policy committee include:

- Show up prepared and participate
- Set the vision for the plan
- High level review of the plan
- Update respective boards and report their feedback
- Keep their alternate member in the loop

Draft Budget & Timeline

The planning grant budget is \$235K. The rough timeline for the planning process is summer 2022 through spring 2023 with plan review taking place spring 2023 through spring 2024. The work this winter will include a public kickoff of the effort, scope development and RFP/RFQ process for hiring the consultant, development of draft bylaws and election of officers. It was noted that 3/4 of the state has undertaken this planning process and many watersheds are complete so this effort can capitalize on best practices lessons learned for operating procedures and plan contents.

Meeting Schedule

The policy committee will start meeting monthly and then transition to every other month. The meetings will be on the third Thursday of the month from 3-5 pm in Le Sueur with virtual attendance possible. The February

meeting will be the next meeting (February 17) and will focus on the process of hiring the consultant. The timeline for bringing the consultant on board is May and the goal for the MOA and grant agreement is March/April.

Manager Amundson requested that the Draft Memorandum of Agreement be provided to the Board. It is attached and should be reviewed by legal counsel for the LMRWD.

The next meeting of the Policy Committee is scheduled for 3:00 to 5:00 pm, Thursday, February 17, 2022. Meetings will be held in Le Sueur and can also be joined virtually.

Attachments

Draft Memorandum of Agreement

Recommended Action

No action recommended

MEMORANDUM OF AGREEMENT

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

The Counties of Le Sueur, Rice, and Scott by and through their respective County Board of Commissioners, and

The Le Sueur, Rice, and Scott Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District (SWCD) Board of Supervisors, and

The Lower Minnesota River Watershed District (LMRWD), by and through their respective Board of Managers, and

The Scott Watershed Management Organization (SWMO), 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 Districts and Watershed Management Organizations 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 statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in *Lower Minnesota River East 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 *Lower Minnesota River East 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 Lower Minnesota River East 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 Lower Minnesota River East Watershed 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 1-year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within Lower Minnesota River East Watershed desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. 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. BWSR has identified the following parties as required parties for this agreement: Le Sueur County and Le Sueur SWCD. If one of the required Parties according to the BWSR Operating Procedures for One Watershed One Plan withdraws from this agreement, it does not make this MOA null and void. Should this occur, the remaining Parties will hold discussions with BWSR representatives regarding the reallocation of reassignment of duties, grant funds, and future projection of the project as a whole.
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 Fiscal Agent 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. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- f. **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.
- g. **Amendment:** The Parties may modify this Agreement upon approval by the majority. Any amendment to this Agreement shall be in writing, adopted by each party in the same manner as the original Agreement.
- h. This is a collaborative effort by the Parties and as such, no employees shall be hired as part of this planning project.

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 of 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 by within 6-months of the date of the BWSR One Watershed, One Plan Planning Grant Agreement to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content 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:** Scott 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. 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 *(Fiscal Agent)*).
 - f. Administration of the grant with BWSR for the purposes of developing a watershed-based plan, including reporting, process oversight, consistent planning and update meetings with BWSR staff, and overall coordination of the process.
8. **Grant Administration:** Le Sueur County 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. Coordination and facilitation of Steering Team meetings including establishing date, location, time, space, technology needs, taking meeting notes and sending out meeting minutes, and any necessary accommodations such as refreshments.
 - d. Retain fiscal records consistent with the Day-to-Day agent's records retention schedule until termination of the agreement (at that time, records will be turned over to *(Fiscal Agent)*).
9. The following parties agree to provide the following services to the Lower Minnesota River East Watershed Partnership:
- a. Additional work tasks and responsibilities will be identified in the work plan and sub agreements.
10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Le Sueur County

Joseph Martin or successor
County Administrator
88 South Park Ave
Le Center, MN 56057
Telephone: (507) 357-8220

Le Sueur Soil and Water Conservation District

Michael Schultz or successor
District Manager
181 W Minnesota Street
Le Center, MN 56057
Telephone: (507) 419-0365

Rice County

Sara Folsted or successor
County Administrator
320 Third Street NW
Faribault, MN 55021
Telephone: (507) 332-6100

Rice County Soil and Water Conservation District

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

Scott County

Lezlie Vermillion
County Administrator
200 4th Avenue W
Shakopee, MN 55379
Telephone: (952) 496-8100

Scott Soil and Water Conservation District

Troy Kuphal or successor
District Director
7151 W 190th Street Suite 125
Jordan, MN 55352
Telephone: (952) 492-5425

Lower Minnesota River Watershed District

Jesse Hartmann or successor
Watershed District President
112 E 5th Street #102
Chaska, MN 55318
Telephone: (952) 856-5880

Scott Watershed Management Organization

Virgil Pint or successor
Water Management Organization Chair
200 4th Avenue W
Shakopee, MN 55379
Telephone: (952) 496-8177

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

PARTNER: Lower Minnesota River Watershed District

APPROVED:

BY: _____
President of the Watershed District Board Date

BY: _____
Secretary of the Watershed District Board Date

Attachment A

(insert map of planning area)