

MEMORANDUM OF UNDERSTANDING
Regarding the Cooperative Agreement for Watershed Planning
for the Greater Des Moines Metropolitan Area
Between the Polk Soil and Water Conservation District
and the Des Moines Area Metropolitan Planning Organization

This Memorandum of Understanding ("MOU") is made and entered into between the Polk Soil and Water Conservation District (hereinafter referred to as "PSWCD") and the Des Moines Area Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the continued support of watershed management authorities ("WMA") and watershed planning efforts in the Des Moines metropolitan area.

Background

Both the PSWCD and the MPO have been involved with the development of watershed management plans in the Greater Des Moines metropolitan area, most recently for Fourmile Creek, Walnut Creek, and Mud/Camp/Spring Creeks. Many of the watershed planning efforts to date have been conducted by consulting firms using grant funding, which will not be available long-term for ongoing implementation. As WMAs in the Greater Des Moines area continue to form and conduct planning assessments, the Council of WMAs, made up of the officers of the existing WMAs in the region, sought to ensure continued and coordinated implementation of the recommendations from the various plans and studies.

To that end, Polk County and municipalities within the existing WMAs contracted with PSWCD to provide ongoing support for watershed issues. This support will include administration of existing WMAs, education and outreach to communities and landowners, implementation of recommended practices, and acquisition of funding to improve water quality.

The PSWCD seeks to subcontract with the MPO for assistance in policy development and outreach to communities within the metropolitan area. The MPO regularly convenes meetings of elected officials and staff from these communities. The MPO also has led the development of regional plans such as The Tomorrow Plan and the Greater Des Moines Water Trails and Greenways Plan, both of which call for watershed planning. Furthermore, the Fixing America's Surface Transportation (FAST) requires that the MPO strive to improve the resiliency and reliability of the transportation system and to reduce or mitigate stormwater impacts of surface transportation. Both the PSWCD and the MPO deem a partnership between the two organization to be beneficial and necessary for the implementation of existing, and development of future, watershed management plans.

Responsibilities

The duties of the PSWCD and the MPO as they relate to watershed management are generally described below.

- A. The PSWCD shall be responsible for and shall be considered the lead agency in conducting the following activities:
 1. Administration of WMA Activities: Coordination of meetings and administrative items to maintain and grow continued momentum. Provide leadership and support to executive council, the full WMA group, the coordinating strategy champions and implementation committees.
 2. Education and Outreach: Conduct a multifaceted outreach strategy to agricultural and rural landowners to find priority areas, conservation opportunities, and improve conservation practice adaptation. These activities may include mailings, field days, surveys, informational meetings, and field visits.

Education and outreach activities will also be administered in urban areas with strategies tailored to urban populations and pollutant sources. Communication with city and county officials about WMA goals, objectives, and water quality improvement strategies will be a priority.
 3. Funding Acquisition: Concurrent with education/outreach and practice implementation efforts the PSWCD will pursue funding to improve water quality in the watershed. Efforts within the watershed will provide the vital information needed to successfully acquire future funding. PSWCD has extensive experience acquiring watershed specific funding dependent upon opportunities and landowners willingness.
- B. The MPO shall be responsible for and shall be considered the lead agency in conducting the following activities:
 1. Policy Development: Facilitate development of regional policies, ordinances, and other mechanisms to be used by local municipalities in support of watershed management plan implementation.
 2. Community Convening: The MPO will provide PSWCD access to community leaders and staff via its established boards and subcommittees. The MPO also will provide support for public engagement efforts such as public input meetings, news media engagement, and social media outreach.

3. Data and Mapping Support: The MPO will lead efforts in organizing regional data and mapping efforts related to watershed management issues.
 4. Plan Coordination: The MPO will work to ensure that future community plans – including transportation plans, comprehensive plans, emergency preparedness plans, and so forth – consider and are consistent with existing and future watershed management plans.
 5. Media Relations & Communication: The MPO will provide assistance with engagement of the media, members of the public, businesses, and other stakeholders as necessary.
- C. Watershed planning responsibilities not assigned by this MOU shall be assigned to the PSWCD or the MPO by a subsequent agreement between the parties and will be performed by the party to whom they are thus assigned.
 - D. Nothing herein contained shall be interpreted to modify or abrogate duties imposed directly upon the respective parties by applicable statute or regulation.

Funding and Payment

The PSWCD will pay the MPO \$10,000 total for the assistance described in this MOU. Payment shall be made to the MPO in two installments of \$5,000 upon receiving invoices from the MPO. The first invoice will be issued upon the signing of this MOU and the second six months following the signing of the agreement.

Effective Date and Duration of MOU

This MOU shall become effective when signed on behalf of the PSWCD and the MPO, and shall remain in force unless and until terminated under the provisions of this MOU, or until June 30, 2020. This MOU may be amended from time to time as facts or circumstances warrant or as may be required by federal and/or state laws, administrative regulations, departmental orders, or guidelines having the full force and effect of law.

Termination of MOU

Either the PSWCD or the MPO may terminate this MOU by giving sixty (60) days written notice of such termination to the other party. In the event of termination, the respective parties will be entitled to receive just and equitable compensation for any satisfactory work completed under this MOU up to the effective date of such termination.

Miscellaneous

Time is of the essence of this MOU. This MOU is made in the State of Iowa and shall be modified or amended by a written document signed by the party against whom enforcement is sought. Where this MOU requires or contemplates the approval or consent of any party, such approval or consent will not be unreasonably withheld. This MOU may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this MOD. Section headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this MOD. Whenever notice is required by this MOU, it will be given in writing and delivered personally, or it will be mailed in the United States Postal Service, postage prepaid and return receipt requested, and addressed to the other party at the last address reasonably known, in which case it will be deemed given when mailed. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation or arbitration relating to his MOU shall be entitled to recover reasonable attorney fees from the other party for all matters, including but not limited to appeals. Polk County, Iowa, shall be the proper venue for any litigation involving this MOD.

IN WITNESS WHEREOF, the parties have hereto caused this MOU to be executed by their proper officers and representatives having authority to do so.

POLK SOIL AND WATER CONSERVATION DISTRICT

_____ Date _____
Chip Mathis, PSWCD Chairperson

METROPOLITAN PLANNING ORGANIZATION

_____ Date _____
Steve Gaer, MPO Chairperson