

MEMORANDUM OF AGREEMENT

August 1, 2019

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

The Counties of Cass and Hubbard (Counties), by and through their respective County Board of Commissioners, and Cass and Hubbard Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors.

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 parties to this Agreement have a common interest and statutory authority to assure implementation of a comprehensive watershed management plan in the Leech Lake River Watershed to conserve soil and water resources through the 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 Minn. Stat. Sections 103B, 103C, and 103D and with public drainage systems pursuant to Minn. Stat. 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, pursuant to Minn. Stat. Section 103B.101, Subd. 14, the Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan," also known as the "One Watershed, One Plan". The parties have formed this agreement for the specific goal of implementing the Leech Lake River Comprehensive Watershed Management 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 Leech Lake River Comprehensive Watershed Management Plan (*See Attachment A with a map of the implementation area*). Parties signing this agreement will be collectively referred to as the "Leech Lake River Comprehensive Watershed Management Implementation Plan and are partnering together in a joint power – Memorandum of Agreement (MOA) under Minn. Stat. Section 471.59.

2. Term: This agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan; and will remain in effect until canceled according to the provisions of this Agreement, unless earlier terminated by law. This agreement end date will run concurrent with the BWSR grant agreement end date of March 2029. Parties may revisit the grant agreement end date and make extensions to the term of the grant agreement if agreed upon by the Policy Committee (the structure, membership, and governing provisions of the Policy Committee are described in a later paragraph in this Agreement).

3. Adding Additional Parties: A qualifying party within the Leech Lake River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this agreement shall indicate its intent by adoption of a governing board resolution. The Resolution should be mailed to the existing Policy committee for consideration. The qualifying 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. Removal 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 30 days in advance of leaving the group.

5. 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 pertaining to this Agreement or to the facilities, programs and staff for which the Agreement is responsible. All parties to this agreement will be given the option to opt out within 30 days after new Federal, State or local laws; statutes, ordinances, rules and regulations are adopted.

b. Indemnification: Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results there of to the extent authorized or limited by law and shall not be responsible for the acts of the other parties, their 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. The records retention will follow the Fiscal Agent's and Day to Day Contact Agent's schedules. At the time this agreement expires, all records will be turned over to the Day to Day Contact for continued retention which will be Cass Soil and Water Conservation District.

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, 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 has been completed.

f. Extension: The parties may extend the termination date of this Agreement for the purposes of implementation of the plan beyond the BWSR grant planning phase identified in Section 2 as agreed upon unanimously by the group.

6. Administration:

a. Establishment of a Policy Committee and Advisory Committee for Implementation of the Leech Lake River Comprehensive Water Management 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 implementation of the Leech Lake River Comprehensive Water Management Plan. The Policy Committee will meet as needed to implement and decide on the content of the work plan.

i. Authority of Policy Committee member: Each representative shall have one vote and shall have the authority to act on behalf of their Board in all matters, such as grant agreement(s) and amendment(s), interim report review and approval, payments under the grant, professional contracts, and voting on the recommended work plan.

ii. The Policy Committee member will serve as a liaison to their respective boards. The governing boards may choose alternates to serve from their boards as needed.

iii. An Advisory Committee as required by rule and statute will be established to provide technical support on the plan content and Implementation to the Policy Committee, including identification of priorities. The Advisory Committee will consist of the Implementation Workgroup, stakeholders, the state's main water agencies, and/or plan review agencies. The Advisory Committee will meet annually or as needed.

iv. An Implementation Workgroup as recommended under rule will be established consisting of local staff, local water planners, local watershed staff, and local SWCD staff for the purposes of logistical and day-to-day decision-making in the Implementation process. The Implementation Workgroup will meet as needed.

7. Fiscal Agent: Cass County Soil and Water Conservation District will act as the fiscal agent for the purposes of this agreement and agrees to:

a. Accept all fiscal responsibilities associated with the implementation of the BWSR grant

agreement for developing a watershed-based implementation plan and sign the grant agreement on behalf of the parties listed within.

- b. Perform financial transactions as part of contract implementation.
- c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
- d. Provide the Policy Committee and its members with such records as are necessary to describe the financial condition of the BWSR grant agreement.
- e. Responsible for fiscal records retention consistent with the agent's records retention schedule.
- f. Accept all day to day responsibilities associated with the implementation of the BWSR grant agreement for a watershed-based plan.
- g. Be the Day to Day Contact for the Leech Lake River Comprehensive Water Management Implementation Plan.
- h. Responsible for the BWSR reporting requirements (ELink).

8. The Hubbard County Soil and Water Conservation District agrees to provide the following services to the partnership and agrees to:

- a. Provide a note taker for all Policy, Advisory and Workgroup meetings. Prepare and distribute those notes to the appropriate committees.
- b. Assist the Chair of the Policy Committee with providing an agenda for upcoming meetings.
- c. Notify all committees of upcoming meetings through email and/or phone calls.

9. Authorized Representatives: The following persons will be the primary contacts for all matters concerning

this Agreement:

Cass County
County Administrator
PO Box 3000
Walker, MN 56484
Telephone: 218-547-7204

Cass SWCD
District Manager
PO Box 3000
Walker, MN 56484
Telephone: 218-547-7241

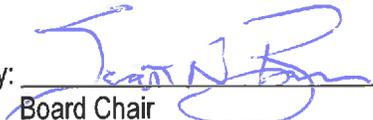
Hubbard County
County Coordinator
301 Court Ave
Park Rapids, MN 56470
Telephone: 218-732-2362

Hubbard SWCD District Manager
603 Central Ave. N
Park Rapids, MN 56470
Telephone: 218-732-0121

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

Partner: Cass County

Approved:

By:  8/20/2019
Board Chair Date

By:  8/20/2019
District Manager/Administrator Date

Approved As To Form and Execution:

By: _____
County Attorney Date

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

Partner: Cass County SWCD

Approved:

By: David J. Ruten 9-5-2019
Board Chair Date

By: John P. Ringell 9-5-2019
District Manager/Administrator Date

Attachment A

