

MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between the following PARTIES:

The Minnesota Counties of Cass and Hubbard by and through their respective County Board of Commissioners, and the Cass and Hubbard Soil and Water Conservation Districts, by and their respective Soil and Water Conservation District Board of Supervisors, collectively referred to as the “Parties”;

The PARTIES will be assisted in the implementation of this Agreement by their respective Soil and Water Conservation Districts 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 Conservations 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 prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Leech Lake River Watershed (Attachment A – map) 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 Chapters 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 Leech Lake River Watershed (see Attachment A – map). 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 the Leech Lake River Watershed One Watershed One Plan Policy Committee.

2. **Term:** This Agreement is effective upon signature of the 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, the end date of the Board of Water and Soil Resources Grant Agreement, unless cancelled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party 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. **Withdraw 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 resolution by that party. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Law/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 Clam 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.” For the purposed of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), it is the intent that the Parties are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit and that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
 - c. **Record and 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 County of Cass or its Soil and Water Conservation District 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. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Advisory Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Hubbard County and Cass County Boards of Commissioners.

6. Administration:

- a. **Establishment of Committee for Development of the Plan:** The Parties agree to designate one representative and alternative(s), who must be an elected or appointed member of the governing board, to a Policy Committee for the development of the watershed-based Plan. Also, Parties may appoint technical representative(s) to an Advisory Committee for development of the Plan in consideration of the Board of Water and Soil Resources Operating procedures for the *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 (1) vote.
 - ii. Each governing board may choose alternative(s) to serve on the Policy Committee as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws by June 30, 2017 to describe the functions and operations of the committee(s).
 - iv. The appointed technical representatives of the Advisory Committee shall recommend stakeholders to serve on the Advisory Committee to be approved by the Policy Committee. 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 the Party's respective Board of Water and Soil Resources for review and approval.
- c. **Adoption of the Plan:** The Parties agree to adopt the plan within 120 days of receiving notice of state approval, and provided notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

- 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 responsibility associated with the implementation of the Board of Water and Soil Resources grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of the 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 Board of Water and Soil Resources 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 Board of Water and Soil Resources for both Parties).
- 8. Grant Administration:** Cass 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 Board of Water and Soil Resources grant agreement for developing a watershed-based plan, including being the primary Board of Water and Soil Resources contact for the *One Watershed, One Plan* Grant Agreement and being responsible for Board of Water and Soil Resources reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning conditions of the Board of Water and Soil Resources grant agreement.
- 9. Secretary:** Hubbard County Soil and Water Conservation District will act as the secretary for the purposes of this Agreement and agrees to provide the following services:
- a. Assist with data compilation, meeting facilitations, and plan writing.
 - b. Coordination and facilitation of Policy Committee meetings, including establishing date, location, time, and any necessary accommodations such as refreshments.
 - c. Coordination and facilitation of Advisory Committee meetings including establishing date, location, time, space, technology needs, and any necessary accommodations such as refreshments.
- 10. Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement
- 11. Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Cass County
 Joshua Stevenson
 County Administrator
 Cass County Courthouse
 P.O. Box 3000
 Walker, MN 56484
 (218)547-7204

Cass SWCD
 John P. Ringle
 District Manager, Cass SWCD
 Cass County Courthouse
 P.O. Box 3000
 Walker, MN 56484
 (218)547-7256

APPROVED AS TO FORM:

Christopher J. Strandlie
Cass County Attorney

Donovan D. Dearstynne
Hubbard County Attorney

CTYBDOne Watershed Agreement MOA 2107