

## MEMORANDUM OF AGREEMENT

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

The Counties of Cass and Crow Wing (Counties), by and through their respective County Board of Commissioners, and Cass and Crow Wing Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation Districts Boards.

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 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 Pine 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. Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Pine River Comprehensive Watershed Plan, which was developed pursuant to Minn. Stat. 103B.801, Comprehensive Watershed Management Planning, also known as One Watershed One Plan.

NOW, THEREFORE, the parties hereto agree as follows:

**Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Pine River Watershed (*See Attachment A: Implementation Area Map*). The purpose of this Agreement is to collectively implement, as local government units, the Pine River Comprehensive Watershed Management Plan. Parties signing this Agreement may be collectively referred to as the "parties" or as the "Pine River Comprehensive Watershed Management partners" or as "Partners" and are partnering together in joint power – Memorandum of Agreement (MOA) under Minn. Stat. Section 471.59.

**1. 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 cancelled 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. 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.

**2. Adding Additional Parties:** A qualifying entity within the Pine 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 shall be mailed to the existing Policy Committee, and upon receipt by the Policy Committee the qualifying entity shall become party to this Agreement and agrees to abide by the terms and conditions of this

Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.

3. Removal of Parties: A party desiring to leave this Agreement shall indicate its intent in writing to the Policy Committee in the form of a governing board resolution. Such a notice must be received by the Policy Committee 30 days in advance of leaving the Agreement.

4. 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 and become effective which increase or decrease the responsibilities of the parties pertaining to this Agreement.

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 the other parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws governing 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 will 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 any 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 Crow Wing 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 Paragraph 1, Term, as agreed upon unanimously by the parties to this Agreement.

5. Administration:

a. Establishment of a Policy Committee for Implementation of the Pine River Comprehensive Water Management Plan. Parties hereto agree to designate one representative, who must be an elected or appointed member of their governing board, to a Policy Committee for implementation of the Pine 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. The Policy Committee makes recommendations to the fiscal agent and to individual boards of the Partners with respect to grant agreements and amendments, interim reports, project related payments, professional contracts, work plan, budgets and activities. Each representative is responsible to provide timely and accurate information to their respective boards when actions are required by the individual boards of the Partners and shall act only as directed by their respective boards.

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.

b. Establishment of an Advisory Committee for Implementation of the Pine River Comprehensive Water Management Plan. An Advisory Committee 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.

c. Establishment of a Workgroup for Implementation of the Pine River Comprehensive Water Management Plan. 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.

6. Fiscal Agent: Crow Wing 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, shall be strictly accountable for all funds and shall regularly report all receipts and disbursements and annually provide interim/final reports and a full and complete audit report to the Policy Committee, respective county boards and SWCD boards as well as the Board of Water and Soil Resources.

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. Be 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 watershed-based implementation grant funds.

g. Be the Day-to-Day Contact for the Pine River Comprehensive Water Management Implementation Plan.

h. Be responsible for the BWSR reporting requirements (E-link).

7. The Cass County Soil and Water Conservation District agrees to provide the following services for this Agreement 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.
- d. May with agreement and consent of the Fiscal Agent assign any of the foregoing services to the Fiscal Agent, who thereupon shall perform the services accepted by it.

8. 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

Crow Wing County  
County Administrator  
326 Laurel Street, Suite 13  
Brainerd, MN 56401

Crow Wing SWCD District  
District Manager  
322 Laurel Street, Suite 22  
Brainerd, MN 56401

{ Reviewed by Cass County Administrator, January 29, 2020: FINAL DRAFT }

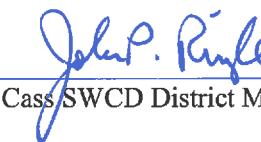
IN TESTIMONY WHEREOF the parties have duly executed this agreement by their authorized officers. (Repeat this page for each participant)

Partner: Cass County

Approved:   
By: \_\_\_\_\_  
Cass County Board Chair

3-17-2020

Date

Approved:   
By: \_\_\_\_\_  
Cass SWCD District Manager/Administrator

3-17-2020

Date

Approved As To Form and Execution:

Approved: \_\_\_\_\_  
By: \_\_\_\_\_  
Cass 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 L. Rector 3-5-2020  
Cass County SWCD Board Chair Date

By: John P. Ringel 3-5-2020  
Cass County SWCD District Manager/Administrator Date

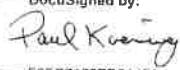
IN TESTIMONY WHEREOF the parties have duly executed this agreement by their authorized officers. (Repeat this page for each participant)

Partner: Crow Wing County

Approved:

2/27/2020

By:

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Crow Wing County Board Chair

Date 2/27/2020

By:

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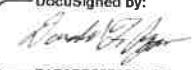
Crow Wing County Administrator

Date

Approved As To Form and Execution:

2/27/2020

By:

DocuSigned by:  
  
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County Attorney

Date

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

Partner: Crow Wing County SWCD

Approved:

By: *Diane Jacobson* 02.19.2020  
Crow Wing SWCD Board Chair Date

By: *Melissa Barrick* 02.19.2020  
Crow Wing SWCD District Manager/Coordinator Date

Attachment A: Implementation Area Map - Pine River Watershed

