

MEMORANDUM OF AGREEMENT

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

The Counties of Marshall and Polk by and through their respective County Board of Commissioners, and
The Marshall and West Polk West Polk Soil and Water Conservation Districts (SWCD), by and through their
respective Soil and Water Conservation District Board of Supervisors, and
The Middle-Snake-Tamarac Rivers Watershed District, 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 of this Agreement is a political subdivision 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 the Middle-Snake-Tamarac Rivers 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 *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 Middle-Snake-Tamarac Rivers Watershed (See **Attachment A**). 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 Middle-Snake-Tamarac Rivers Watershed Planning 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 adoption of the plan by all parties, unless canceled 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 12/31/2020. 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 90 days in advance of leaving the Agreement.
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 *Middle- Snake-Tamarac Rivers Watershed 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. **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 cancelled by all parties or until 12/31/2023 consistent with the term of the grant agreement, unless otherwise terminated in accordance with law or other provisions of the Agreement.

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 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 within 90 days of the execution of this document 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.
- 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:** *Marshall SWCD* 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 *Middle-Snake-Tamarac Rivers Watershed District*).
8. **Grant Administration** *Marshall SWCD* 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.
9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Middle-Snake-Tamarac Rivers Watershed District
 John Nelson
 President
 Email: john.nelson.mstrwd@gmail.com
 701-741-1624

Joel Praska
 District Administrator
 Email: joel.praska@mstrwd.org
 218-230-5703

Marshall County
 Rolland Miller
 County Commissioner
 Email: Rolland.miller@co.marshall.mn.us
 Telephone: 218-745-5511

Marshall SWCD
 Duane Potucek
 District Chairman
 Email: darren.carlson@mn.nacdnet.net
 Telephone: 218-745-5010


Polk County
 Don Diedrich
 County Commissioner
 Email: don.diedrich@co.polk.mn.us
 Telephone: 218-201-1466

West Polk SWCD
 Derek Peterson
 District Vice Chairman
 Email: derek.d.peterson@hotmail.com
 Telephone: 218-201-0164

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

PARTNER: Middle-Snake-Tamarac Rivers Watershed District

APPROVED:

BY:  5/27/2020
Board Chair Date

BY:  5/27/2020
District Manager/Administrator Date

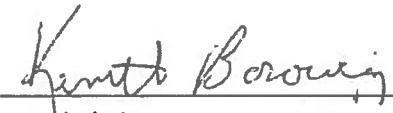
APPROVED AS TO FORM (use if necessary)


BY: _____
County Attorney Date

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

PARTNER: Marshall County

APPROVED:

BY:  5-19-20
Board Chair Date

BY:  5-19-20
District Manager/Administrator Date

APPROVED AS TO FORM (use if necessary)

BY:  5-26-20
County Attorney Date

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

PARTNER: Marshall SWCD

APPROVED:

BY: Wallace Bengtson 5/26/20
Board Chair Date

BY: Dan Carlson 5/26/20
District Manager/Administrator Date

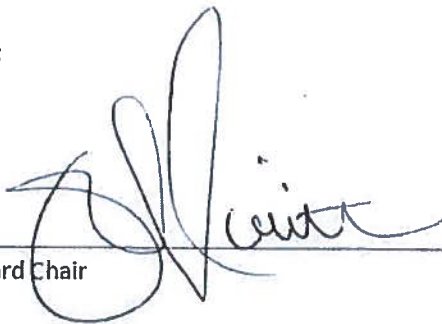
APPROVED AS TO FORM (use if necessary)

BY: _____
County Attorney Date

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

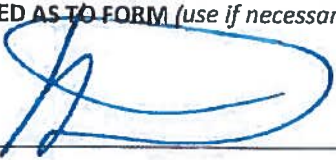
PARTNER: Polk County

APPROVED:

BY:  5/27/20
Board Chair Date

BY:  6-8-2020
District Manager/Administrator Date

APPROVED AS TO FORM (use if necessary)

BY:  5/27/20
County Attorney Date

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

PARTNER: West Polk SWCD

APPROVED:

BY: *Elena Dolcini* *5/21/2020*
Board Chair Date

BY: *Made Beard* *5/21/2020*
District Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
County Attorney Date