

MEMORANDUM OF AGREEMENT

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

The Counties of Pennington, Red Lake and Polk, by and through their respective County Board of Commissioners, and

The Pennington, Red Lake County and West Polk Soil and Water Conservation District, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Red Lake Watershed District, by and through its Board of Managers.

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 District 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 Chapter 103B, 103D and 103E 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 Red Lake River 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 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes 103E, this agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, joining together in a collaborative process in establishing respective water plans will save time, monies and resources for each of the entities involved herein.

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 Red Lake River Watershed as shown in Attachment A. Parties signing this agreement will be collectively referred to as the "Red Lake River Planning Group".
2. **Term:** This agreement is effective upon signature of all parties in consideration of the Board of Water and Soil Resources Participation Requirements for *One Watershed, One Plan*; and will remain in effect until December 31, 2017, unless it is canceled according to the provisions of this Agreement, or earlier terminated by law.
3. **Adding Additional Parties:** A party desiring to become a member of this agreement shall indicate its intent by adoption of a board resolution prior to January 1, 2015, authorizing appropriate parties to sign on its behalf, and agree 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. **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 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 the 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" 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.
 - 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 or until canceled by all parties, unless otherwise terminated in accordance with law or other provisions of this Agreement.
- f. This agreement may be amended from time to time if said amendment is agreed to in writing by all parties to this agreement.

5. Administration:

- a. **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. The committee will meet monthly or as needed to decide on the content of the plan. Each representative shall have one vote. The Policy Committee will establish bylaws by December 31, 2014. Parties agree to designate one or more technical representatives to an advisory committee for development of the watershed-based plan. The committee will meet monthly or as needed to make recommendations on the content of the plan.
- b. **Submittal of the Plan.** The policy committee will recommend the plan to the parties of this agreement. Each party will be responsible for initiating a local review and comment process that conforms to Minnesota Statutes 103B and 103D including required 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 Board of Water and Soil Resources for review and approval.
- c. **Adoption of the Plan.** The parties agree to adopt and begin implementation of the plan within 120 days of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapter 103B and 103D.

6. Fiscal Agent: Pennington 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 contract implementation.
- c. Annually provide a full and complete audit report to all parties hereto and any other applicable entity.
- d. Provide the policy committee with such records as are necessary to describe the financial condition of the BWSR grant agreement.

- 7. Coordination of Policy and Advisory Committee meetings:** Red Lake Watershed District will provide meeting room and staff to complete the following tasks:
- a. Provide advance notice of meetings
 - b. Prepare and Distribute the Agenda and related materials
 - c. Prepare and Distribute Policy Committee Minutes
 - d. Maintain all records and documentation of the Policy Committee
 - e. Provide public notices to the counties and watershed district for publication
- 8. Primary Contacts:** The following persons will be the primary contacts for all matters concerning this Agreement:

Polk County
 County Auditor
 612 N Broadway
 Crookston, MN 56716
 Telephone: 218-281-2554

Red Lake County
 County Auditor
 124 Langevin Ave
 Red Lake Falls, MN 56750
 Telephone: 218-253-2598

Pennington County
 County Auditor
 101 Main Ave. North
 PO Box 616
 Thief River Falls, MN
 Telephone: 218-683-7000

Pennington SWCD
 Peter Nelson or successor
 201 Sherwood Ave. S
 Thief River Falls, MN
 Telephone: 218-683-7075

Red Lake County SWCD
 Tanya Hanson or successor
 District Manager
 2602 Wheat Drive
 Red Lake Falls, MN 56750
 Telephone: 218-253-2593 ext. 4

West Polk SWCD
 Nicole Bernd or successor
 District Manager
 525 Strander Ave.
 Crookston, MN 56716
 Telephone: 218-281-6070 ext. 122

Red Lake Watershed District
 Myron Jesme or successor
 District Administrator
 1000 Pennington Ave. S
 Thief River Falls, MN 56701
 Telephone: 218-681-5800

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

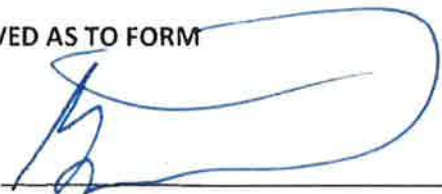
PARTNER: POLK COUNTY

APPROVED:

BY:  10-8-14
Board Chair Date

BY:  10-9-14
Board Member/Administrator Date

APPROVED AS TO FORM

BY:  10/20/14
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: RED LAKE COUNTY

APPROVED:

BY: John Seroll 9-23-14
Board Chair Date

BY: Robert L. Smith 9-23-14
Board Member/Administrator Date
County Auditor - Board Clerk

APPROVED AS TO FORM (use if necessary)

BY: Michael LaCourriere 9/26/14
County Attorney Date

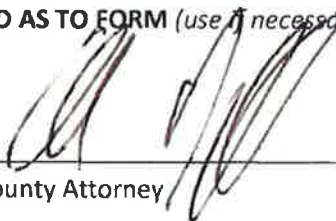
PARTNER: Pennington County

APPROVED:

BY:  _____
Board Chair Date

BY:  _____ 10/14/14
Board Member/Administrator Date

APPROVED AS TO FORM (use if necessary)

BY:  _____ 10-14-14
County Attorney Date

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

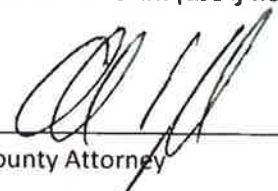
PARTNER: Pennington SWCD

APPROVED:

BY:  10-12-14
Board Chair Date

BY:  10/16/14
District Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY:  10-14-14
County Attorney Date

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(Repeat this page for each participant)

PARTNER: Red Lake County SWCD

APPROVED:

BY: David Miller 10/20/14
Board Chair Date

BY: Tanya Hanson 10/20/14
District Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: Michael LaCourse 9/26/14
County Attorney Date

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

PARTNER: West Polk SWCD

APPROVED:

BY: Bob Sauer 10-16-14
Board Chair Date

BY: Michelle Bend 10/16/14
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.
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PARTNER: RED LAKE WATERSHED DISTRICT

APPROVED:

BY:  10-24-14
Board Chair Date

BY:  10-24-14
District Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
District Attorney Date