

Memorandum of Agreement for Implementation of the Leaf, Wing, Redeye 1W1P

This Memorandum of Agreement for Implementation of the Redeye River One Watershed, One Plan (“Agreement”) is made and entered into by and between:

The Counties of Otter Tail, Wadena, and Becker by and through their respective County Board of Commissioners, and

The East Otter Tail, Wadena, Becker, and Todd Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors. 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 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 Redeye 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, the Vision Statement of the Redeye River Watershed is “With an appreciation of rural character and a strong connection to the land and water, we show a united effort to be good stewards of our water and land for agricultural, economic, and environmental sustainability”; 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; and

WHEREAS, pursuant to Minnesota Statutes §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 “One Watershed, One Plan”; and

WHEREAS, the Parties previously entered into a formal agreement through a Memorandum of Agreement in 2019 for the purpose of planning for the Redeye River Watershed One Watershed, One Plan. The resulting plan will address the most significant threats to our water resources and the land use practices that provide the greatest environmental benefits to the watershed; and

WHEREAS, it is understood by all Parties to this Agreement that the Redeye River One Watershed, One Plan does not replace or supplant individual local land use, planning, zoning authority, or drainage authority, but instead provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties working together for the purpose of planning the Redeye River One Watershed, One Plan (Attachment A) now establish, through this Agreement, the process for governance of the implementation of the plan as they continue to recognize the importance of partnerships to plan and implement protection and restoration efforts for the Redeye River Watershed. Parties signing this Agreement are partnering together in the form of this Agreement pursuant of the cooperative authority contained in Minnesota Statutes Section 471.59.

Some of the parties worked together for the purpose of planning the Leaf, Wing, Redeye 1W1P, and are joined by additional partners through this Agreement, to implement the Leaf, Wing, Redeye 1W1P as they implement protection and restoration efforts for the Redeye River Watershed. Parties signing this Agreement will now be collectively referred to as the "Redeye Implementation Team".

This Agreement does not establish a joint powers entity but sets out the terms and provisions by which the Parties "may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised." Minnesota Statutes Section 471.59. As is permitted under the joint exercise of powers statute, Minnesota Statutes Section 471.59, the Parties agree that under this Agreement, and as agreed upon and directed by the Policy Committee, one or more of the Parties may exercise any power common to them on behalf of the other participating units.

2. **Term:** This Agreement is effective upon signature of all Parties and will remain in effect until terminated according to the provisions of this Agreement, unless earlier terminated by law.
3. **Adding Additional Parties:** A qualifying Party within the Redeye 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 that includes a request to join the Policy Committee, a representative appointed to the Policy Committee, and a statement that the qualifying Party 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.
4. **Procedure for Parties to Leave Membership of the Agreement:** 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 at least 90 days in advance of leaving. A Party that leaves the membership of the Agreement remains obligated to complying with the terms of any grants the

Redeye River One Watershed, One Plan has at the time of the Party's notice to leave membership and is obligated until the grant has ended.

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. **Employee Status:** The Parties agree that the respective employees or agents of each Party shall remain the employees or agents of each individual respective Party.
- d. **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 and policies. Each respective Party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes §15.17) for the data collected, created, received, maintained, disseminated, or stored pursuant to the terms of this Agreement.
- e. **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.
- f. **Termination:** The Parties anticipate that this Agreement will remain in full force and effect until canceled by all Parties, unless otherwise terminated in accordance with the law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes §471.59, subd. 5 after the purpose of the Agreement has been completed.

6. **Structure:** To carry out the coordinated planning, development, and implementation of the Redeye River One Watershed, One Plan, the Parties agree to continue the structure developed under the Redeye River 1W1P Planning Memorandum of Agreement, which includes the Policy Committee and the Technical Advisory Committee, and to formalize the Citizen Advisory Committee. Bylaws will outline each committee's authority and roles.
 - a. **The Policy Committee:** The Parties agree that the Policy Committee shall make decisions about the coordination, collaboration, development, and implementation of the Redeye River One Watershed, One Plan.
 - i. **Membership:** Members shall be comprised of a representative from each Party's local governing board. Each Party's local governing board shall designate one member and one alternate, who must be an elected or appointed member of that governing board, to the Policy Committee.
 - b. **The Technical Advisory Committee:** The Parties agree that this committee shall provide technical support on the plan implementation and make recommendations to the Policy Committee.
 - i. **Membership:** Policy Committee members shall appoint a member from their local unit of government's staff to serve as a Technical Advisory Committee member. Members of the Technical Advisory Committee may not be a current elected board member of any of the Parties.
 - c. **The Citizen Advisory Committee:** The Parties agree that the Citizen Advisory Committee shall provide input on plan implementation and make recommendations to the Technical Advisory Committee.
 - i. **Membership:** Invitations for membership shall be extended by Policy Committee and Technical Advisory Committee members. Members of the Citizen Advisory Committee should represent a range of private sectors, including but not limited to crop agriculture, cattle and livestock, irrigation, rural landowners, urban citizens, realtors, lakeshore homeowners, and forest landowners.
7. **Fiscal Agent:** The Policy Committee shall appoint one of the Parties to the Agreement to be the Fiscal Agent. The fiscal agent will appoint a Redeye Implementation Team Coordinator to handle the administration of the One Watershed, One Plan. Bylaws will describe how the fiscal agent will disburse funds, including responsibilities of other participating LGUs. The Fiscal Agent and Redeye Implementation Team Coordinator agree to:
 - a. Accept all fiscal responsibilities associated with grant agreements applied for and received.
 - b. Perform financial transactions as part of contract implementation.

- c. Pursuant to Minnesota Statutes 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 the Technical Advisory Committee with such records as are necessary to describe the financial condition of the grant agreements the Policy Committee oversees.
- e. Responsible for fiscal records retention consistent with the Fiscal Agent's records retention schedule until termination of this Agreement. At that time, the fiscal records will be turned over to the Redeye Implementation Team Coordinator.
- f. Handle administrative responsibilities associated with the implementation of the Redeye River One Watershed, One Plan and any subsequent grant(s), if any, the Redeye River Planning Group applies for and receives to implement the watershed-based plan.
- g. Be responsible for the BWSR and other grant reporting requirements.
- h. Assist the Policy Committee and the Technical Advisory Committee with the administrative details to oversee implementation of the watershed-based plan.
- i. Maintain the Redeye River One Watershed, One Plan webpage.
- j. Perform other duties to keep the Policy Committee, the Technical Advisory Committee, and the Citizen Advisory Committee informed about the implementation of the watershed-based plan.

8. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Otter Tail County
 Land & Resource Management Director
 or successor
 520 Fir Ave W
 Fergus Falls, MN 56537
 Telephone: 218-998-8105

East Otter Tail SWCD
 District Manager or successor
 801 Jenny Ave SW
 Perham, MN 56573
 Telephone: 218-346-9105

Wadena County
 Planning and Zoning Administrator or
 successor
 415 Jefferson St S
 Wadena, MN 56482
 Telephone: 218-631-7604

Wadena SWCD
 District Manager or successor
 4 Alfred St NE
 Wadena, MN 56482
 Telephone: 218-632-4201

Becker County
 Planning and Zoning Administrator or
 successor
 915 Lake Ave
 Detroit Lakes, MN 56501
 Telephone: 218-846-7314

Becker SWCD
 District Administrator or successor
 809 8th St SE
 Detroit Lakes, MN 56501
 Telephone: 218-836-7360

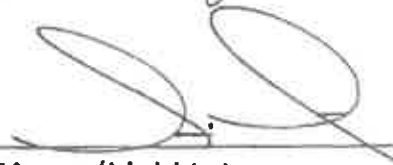
Todd SWCD
District Manager or successor
215 1st Ave, Suite 104
Long Prairie, MN 56347
Telephone: 320-732-2644

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

PARTNER: OTTER TAIL COUNTY

APPROVED:

BY:  11-23-2020
Board Chair Date

BY:  11-5-2020
District Manager/Administrator Date

APPROVED AS TO FORM

BY:  11-5-2020
County Attorney Date

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

PARTNER: East Otter Tail Soil and water Conservation District

APPROVED:

BY:  11/18/20
Board Chair Date

BY:  11/18/20
District Administrator/Manager Date

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

PARTNER: Wadena County

APPROVED:

BY: Charles K. Horsager 10/13/2020
Board Chair Date

BY: [Signature] 10/13/2020
County Attorney Date

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

PARTNER: Wadena SWCD

APPROVED:

BY:  12/21/20
Board Chair Date

BY: _____
District Administrator/Manager Date

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

PARTNER: TODD SWCD

APPROVED:

BY: Kenny Pesta 10/8/2020
Board Chair Date

BY: [Signature] 10-8-2020
District Administrator/Manager Date



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

SOIL AND WATER CONSERVATION DISTRICT

215 1st Avenue South, Suite 104

Long Prairie, MN 56347

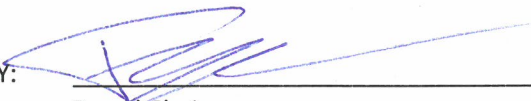
Phone: 320-732-2644 Fax: 320-732-4803

Todd SWCD signs into this Memorandum of Agreement making note of the use of the term, “preserve” found on page one of the agreement, paragraph four, line four. Todd Soil and Water Conservation District has a mission “*to conserve, protect, and enhance natural resources*”. The word preserve, can be used interchangeably with “save” thus providing a source for confusion. For clarification, the purpose of this plan, is to allow efficient and wise use of natural resources, not to save aside for non-use. Thank you.

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

PARTNER: Becker SWCD

APPROVED:

BY:  20 Jan 2021
Board Chair Date

BY: Bryan E Malou 1/20/2021
District Administrator/Manager Date