

Appendix B

Planning Memorandum of Agreement



MEMORANDUM OF AGREEMENT

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

The Counties of Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin by and through their respective County Board of Commissioners, and

The Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Bois de Sioux 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 are political subdivisions 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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area 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 been awarded a *One Watershed, One Plan* (1W1P) planning grant from the Board of Water and Soil Resources (BWSR) for the development of a Comprehensive Watershed Management Plan.

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*.

WHEREAS, it is the intent of the Parties to develop a coordinated watershed management plan within the boundaries of the Bois de Sioux and Mustinka watersheds.

WHEREAS, the Bois de Sioux and Mustinka Comprehensive Watershed Planning area contains two watersheds that the MPCA has developed a Watershed Restoration and Protection Strategies (WRAPS) for each the Bois de Sioux River and Mustinka River Watersheds.

WHEREAS, the Parties intend to identify planning regions within the proposed planning areas as identified by BWSR that will be consistent with the Bois de Sioux River and Mustinka Comprehensive Watershed Planning Area.

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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area (*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.
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 12/31/2017. 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. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall give written notice, including the date of its withdrawal to the Policy Committee in the form of an official board resolution. Notice must be given at least 30 days in advance of the date of withdrawal from 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.
 - 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 Bois de Sioux Watershed District, or other participating LGU as selected by the policy committee, 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 1W1P grant agreement with BWSR and/or cancelled by all parties, 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 execution of this document to describe the functions and operations of the committee(s).

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 - 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. **1W1P Fiscal Agent:** Fiscal duties will be contracted through a participating LGU. Specific duties will be outlined in the contract.
 8. **1W1P Grant Administration/Coordination:** Grant administration/coordination duties will be contracted through a participating LGU. Specific duties will be outlined in the contract.
 9. **1W1P Secretary:** Secretarial duties consisting of recording all meeting minutes will be contracted through a participating LGU or individual. Specific duties will be outlined in the contract.
 10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

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Telephone: (218) 998-8095

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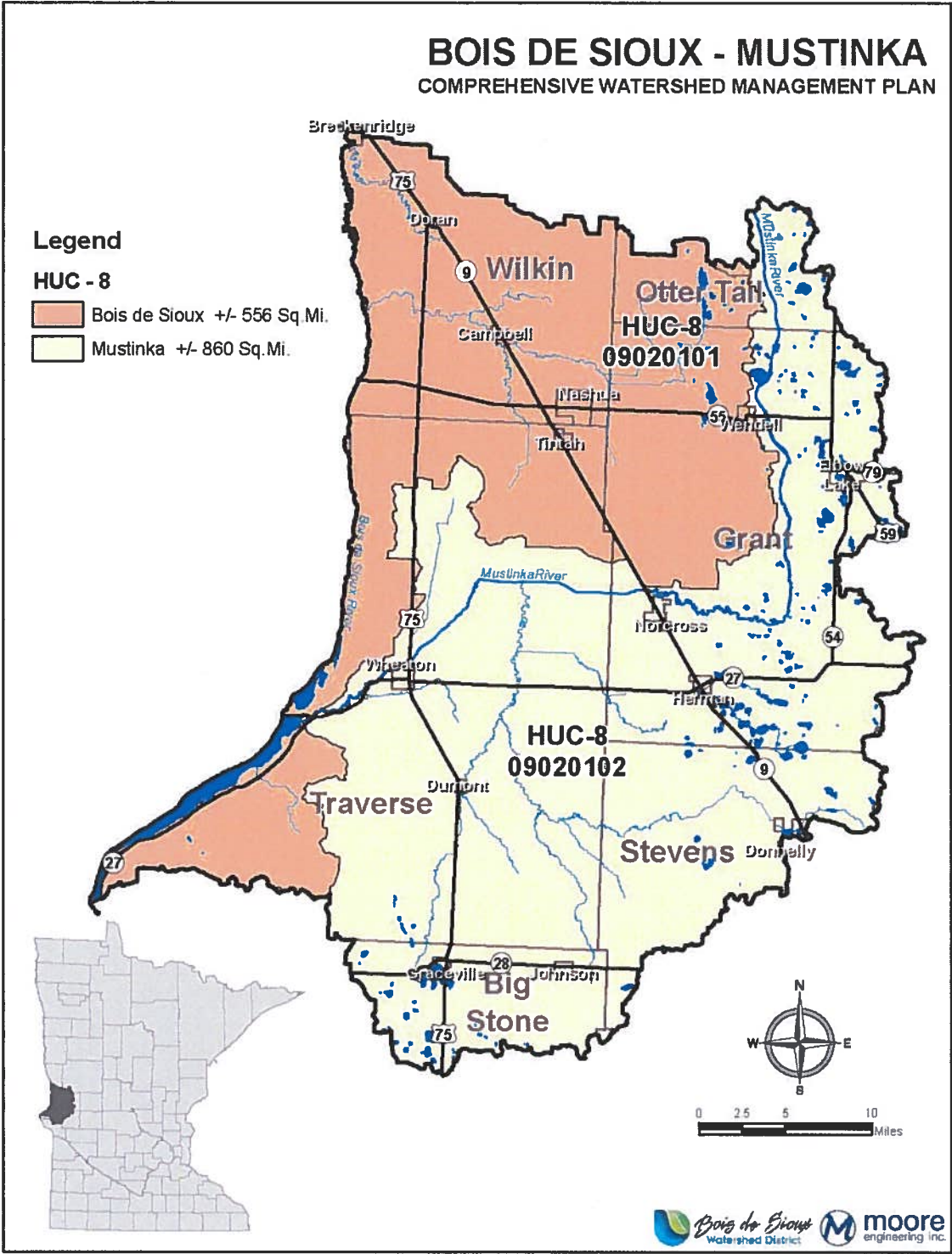
IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: BOIS DE SIOUX WATERSHED

APPROVED: 12/13/17

BY: Sandra J. Uavra 12-18-17
Board Chair Date

BY: [Signature] 12/18/17
District Manager/Administrator Date



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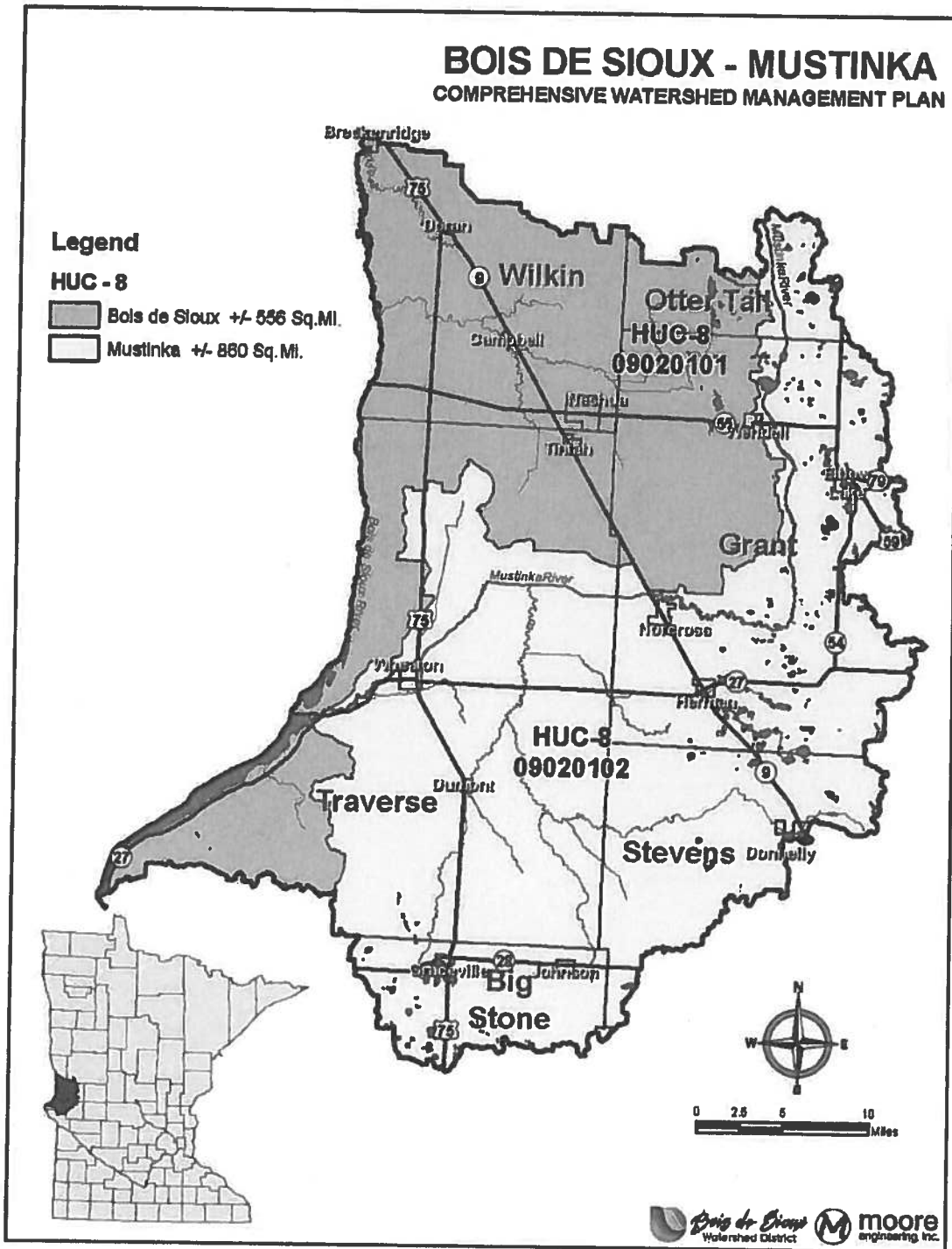
PARTNER: Big Stone County

APPROVED:

BY:  12-19-17
Board Chair Date

BY: Michelle R Knutson 12/19/17
District Manager/Administrator Date

Attachment A



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Telephone: (320) 208-6558

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Bois de Sioux Watershed District

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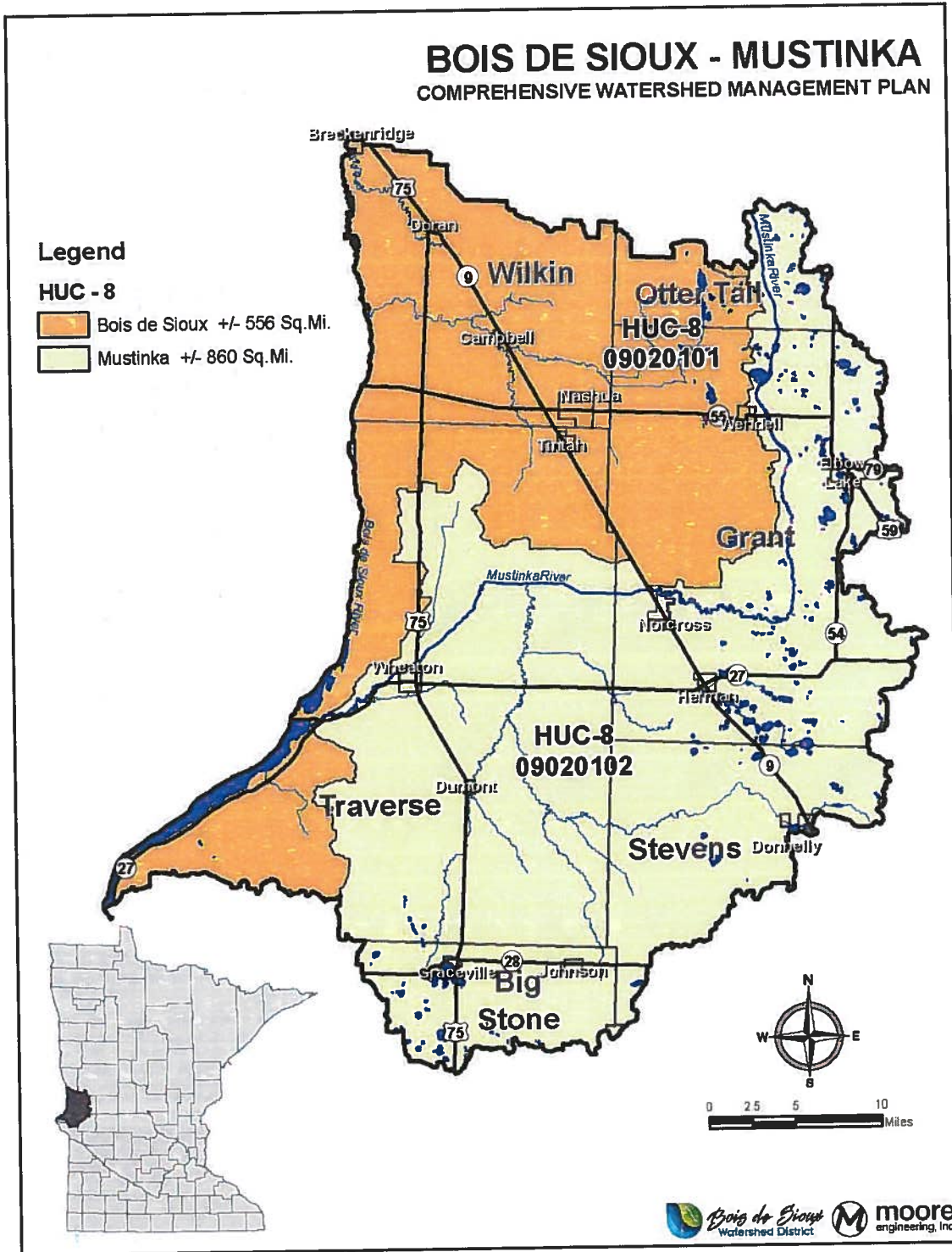
IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Big Stone SWCD

APPROVED:

BY: Michael Jager 12/12/2017
Board Chair Date

BY: [Signature] 12/12/17
District Manager/Administrator Date



MEMORANDUM OF AGREEMENT

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

The Counties of Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin by and through their respective County Board of Commissioners, and

The Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Bois de Sioux 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 are political subdivisions 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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area 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 been awarded a *One Watershed, One Plan* (1W1P) planning grant from the Board of Water and Soil Resources (BWSR) for the development of a Comprehensive Watershed Management Plan.

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*.

WHEREAS, it is the intent of the Parties to develop a coordinated watershed management plan within the boundaries of the Bois de Sioux and Mustinka watersheds.

WHEREAS, the Bois de Sioux and Mustinka Comprehensive Watershed Planning area contains two watersheds that the MPCA has developed a Watershed Restoration and Protection Strategies (WRAPS) for each the Bois de Sioux River and Mustinka River Watersheds.

WHEREAS, the Parties intend to identify planning regions within the proposed planning areas as identified by BWSR that will be consistent with the Bois de Sioux River and Mustinka Comprehensive Watershed Planning Area.

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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area (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.
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 12/31/2017. 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. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall give written notice, including the date of its withdrawal to the Policy Committee in the form of an official board resolution. Notice must be given at least 30 days in advance of the date of withdrawal from 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.
 - 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 Bois de Sioux Watershed District, or other participating LGU as selected by the policy committee, 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 1W1P grant agreement with BWSR and/or cancelled by all parties, 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.
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 - 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 execution of this document to describe the functions and operations of the committee(s).

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 - 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. **1W1P Fiscal Agent:** Fiscal duties will be contracted through a participating LGU. Specific duties will be outlined in the contract.
 8. **1W1P Grant Administration/Coordination:** Grant administration/coordination duties will be contracted through a participating LGU. Specific duties will be outlined in the contract.
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Wheaton, MN 56296
Telephone: (320) 563-8218

Traverse SWCD

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Program Technician
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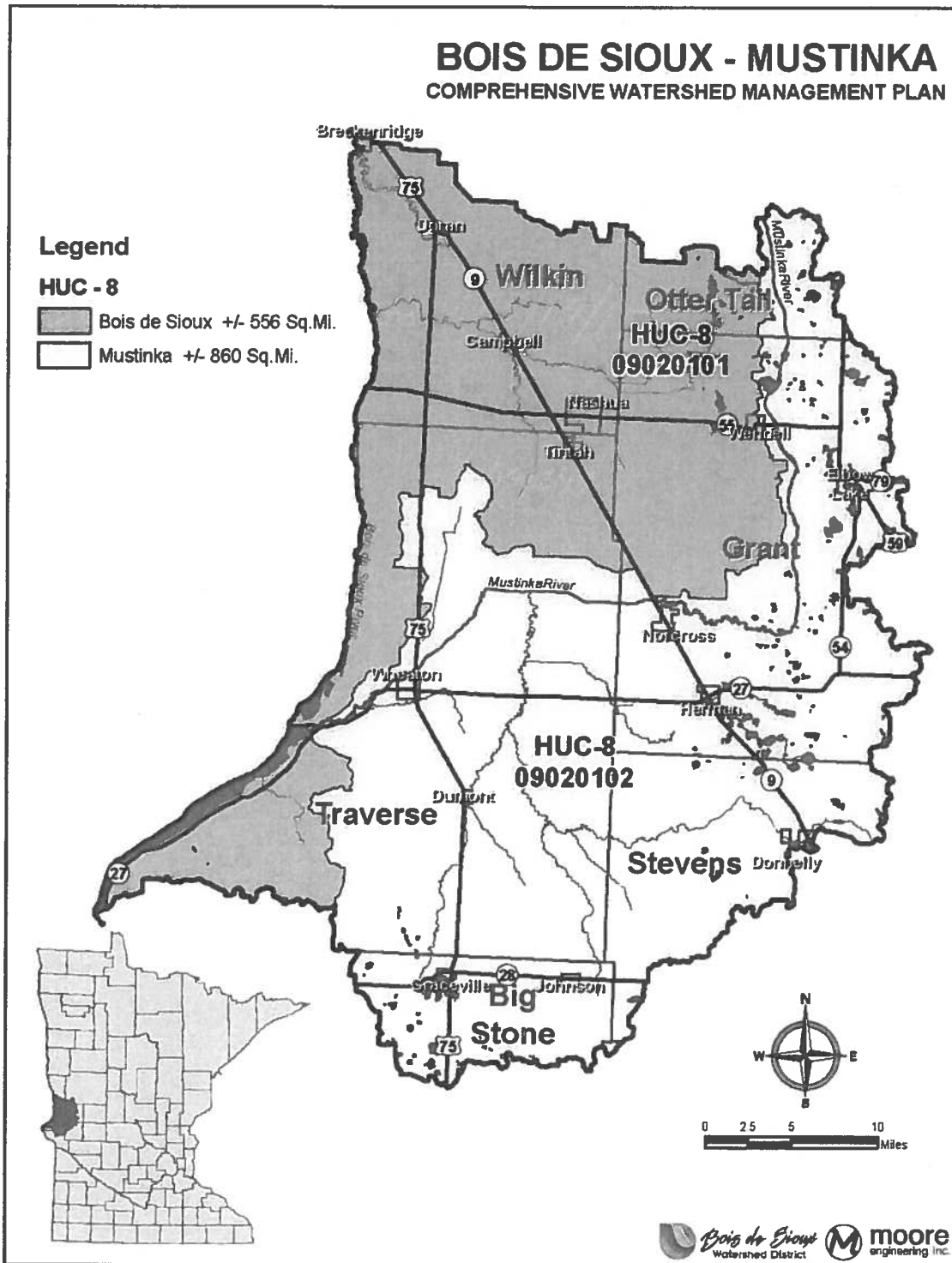
PARTNER: GRANT COUNTY

APPROVED:

BY: Keith Swanson 12/19/17
Board Chair Date

BY: Chad VanAnten 12/19/2017
District Manager/Administrator Date

Attachment A



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

PARTNER: Grant SWCD

APPROVED:

BY: [Signature] 12/28/17
Board Chair Date

BY: [Signature] 12/28/17
District Manager/Administrator Date

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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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area 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

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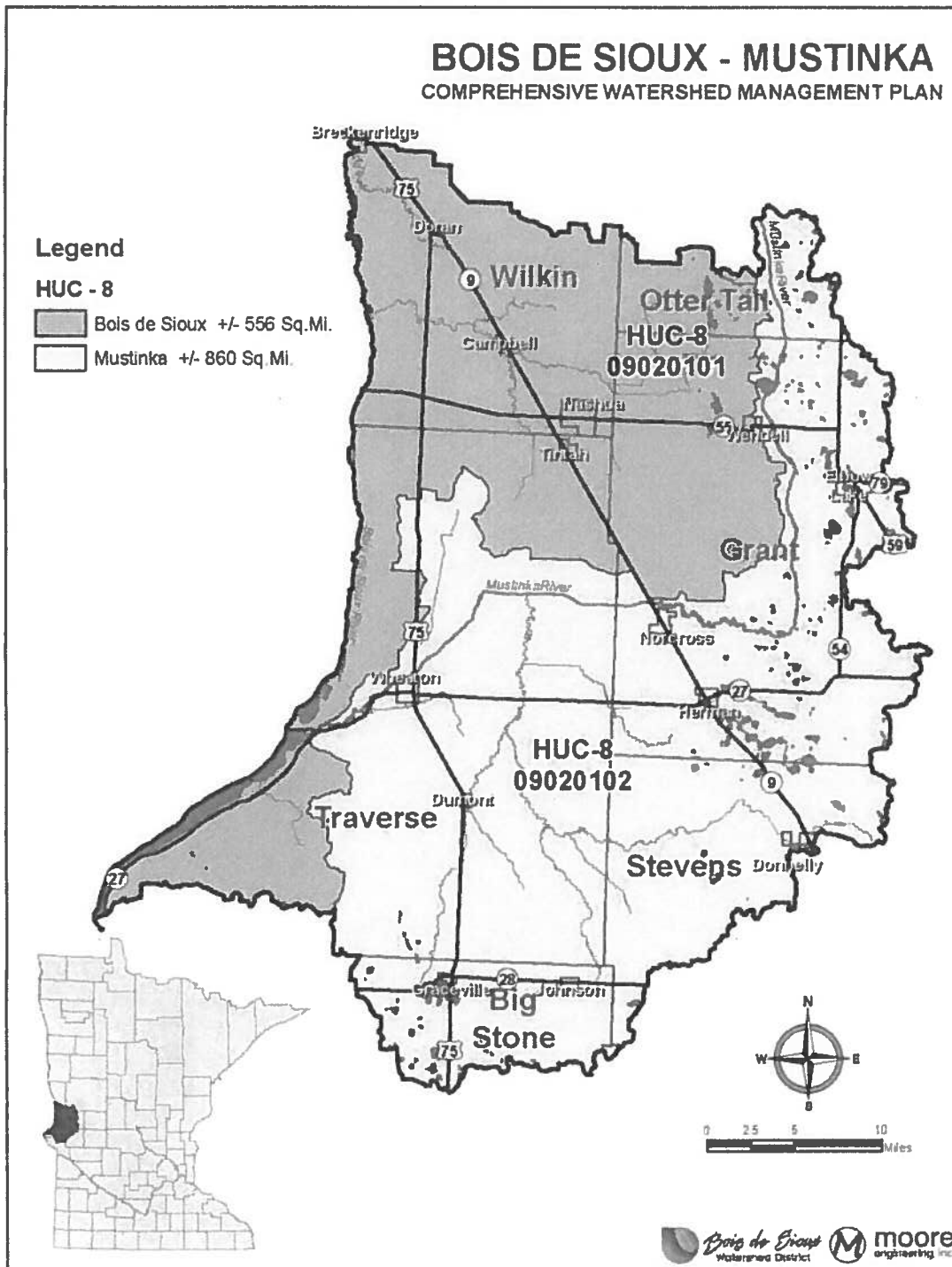
PARTNER: OTTER TAIL COUNTY

APPROVED:

BY: Wayne Menzies 2-27-18
Board Chair Date

BY: [Signature] 2/28/18
District Manager/Administrator Date

Attachment A



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

PARTNER: West Otter Tail Sued

APPROVED:

BY: Richard B. Vigen 12/11/17
Board Chair Date

BY: [Signature] 12/11/17
District Manager/Administrator Date

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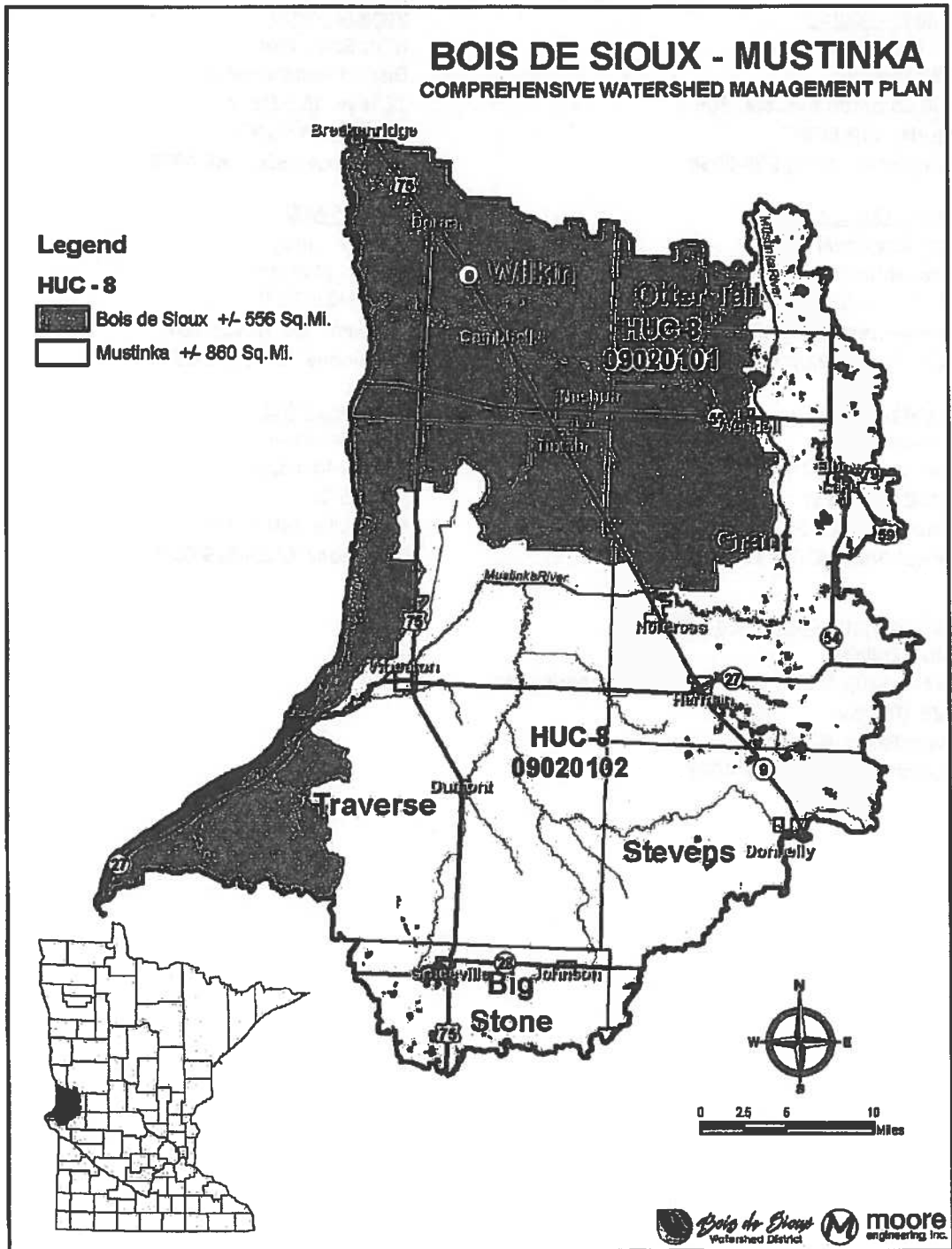
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District Manager
990 US-12
Ortonville, MN 56278
Telephone: (320) 839-6149



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

PARTNER: Stevens County

APPROVED:

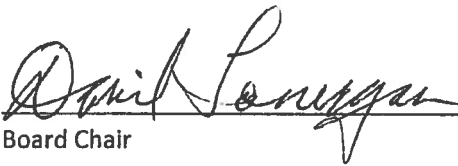
BY: Ronny Shup 12/12/19
Board Chair Date

BY: Deleefury 12/19/17
~~District Manager/Administrator~~ Date
City Coord.

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PARTNER: Stevens SWCD

APPROVED:

BY:  12-12-17
Board Chair Date

BY:  12-12-17
District Manager/Administrator Date

MEMORANDUM OF AGREEMENT

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

The Counties of Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin by and through their respective County Board of Commissioners, and

The Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Bois de Sioux 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 are political subdivisions 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 prudent 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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area 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 been awarded a *One Watershed, One Plan* (1W1P) planning grant from the Board of Water and Soil Resources (BWSR) for the development of a Comprehensive Watershed Management Plan.

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*.

WHEREAS, it is the intent of the Parties to develop a coordinated watershed management plan within the boundaries of the Bois de Sioux and Mustinka watersheds.

WHEREAS, the Bois de Sioux and Mustinka Comprehensive Watershed Planning area contains two watersheds that the MPCA has developed a Watershed Restoration and Protection Strategies (WRAPS) for each the Bois de Sioux River and Mustinka River Watersheds.

WHEREAS, the Parties intend to identify planning regions within the proposed planning areas as identified by BWSR that will be consistent with the Bois de Sioux River and Mustinka Comprehensive Watershed Planning Area.

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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area (*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.
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 12/31/2017. 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. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall give written notice, including the date of its withdrawal to the Policy Committee in the form of an official board resolution. Notice must be given at least 30 days in advance of the date of withdrawal from the Agreement.
5. **General Provisions:**
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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 Bois de Sioux Watershed District, or other participating LGU as selected by the policy committee, 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.
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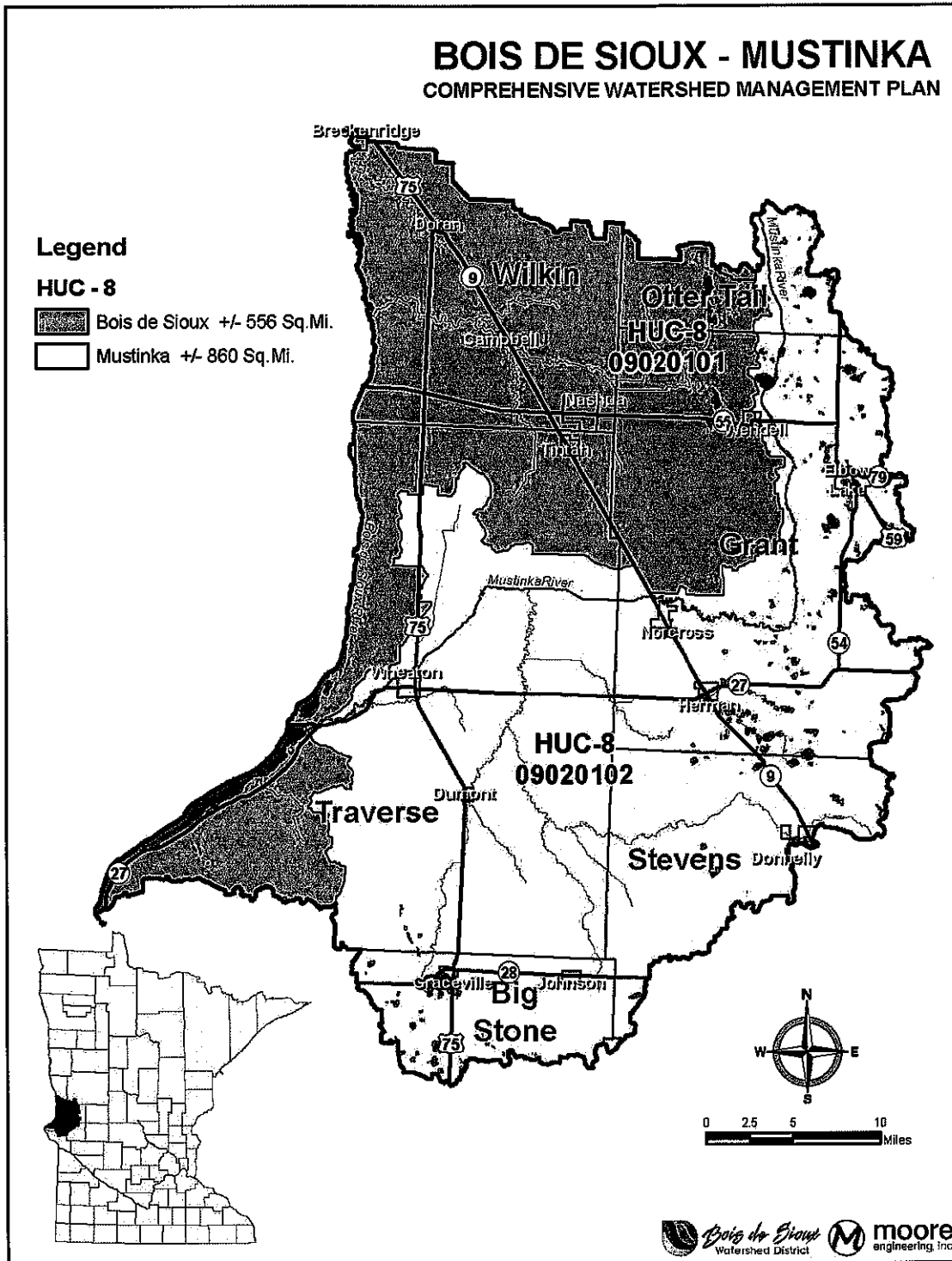
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IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Stevens County

APPROVED:

BY: Randy Ship 12/17/19
Board Chair Date

BY: Deleefury 12/19/17
~~District Manager/Administrator~~ Date
City Coord.

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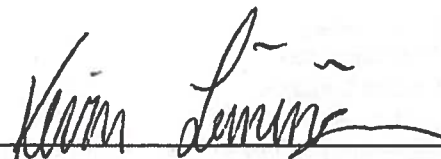
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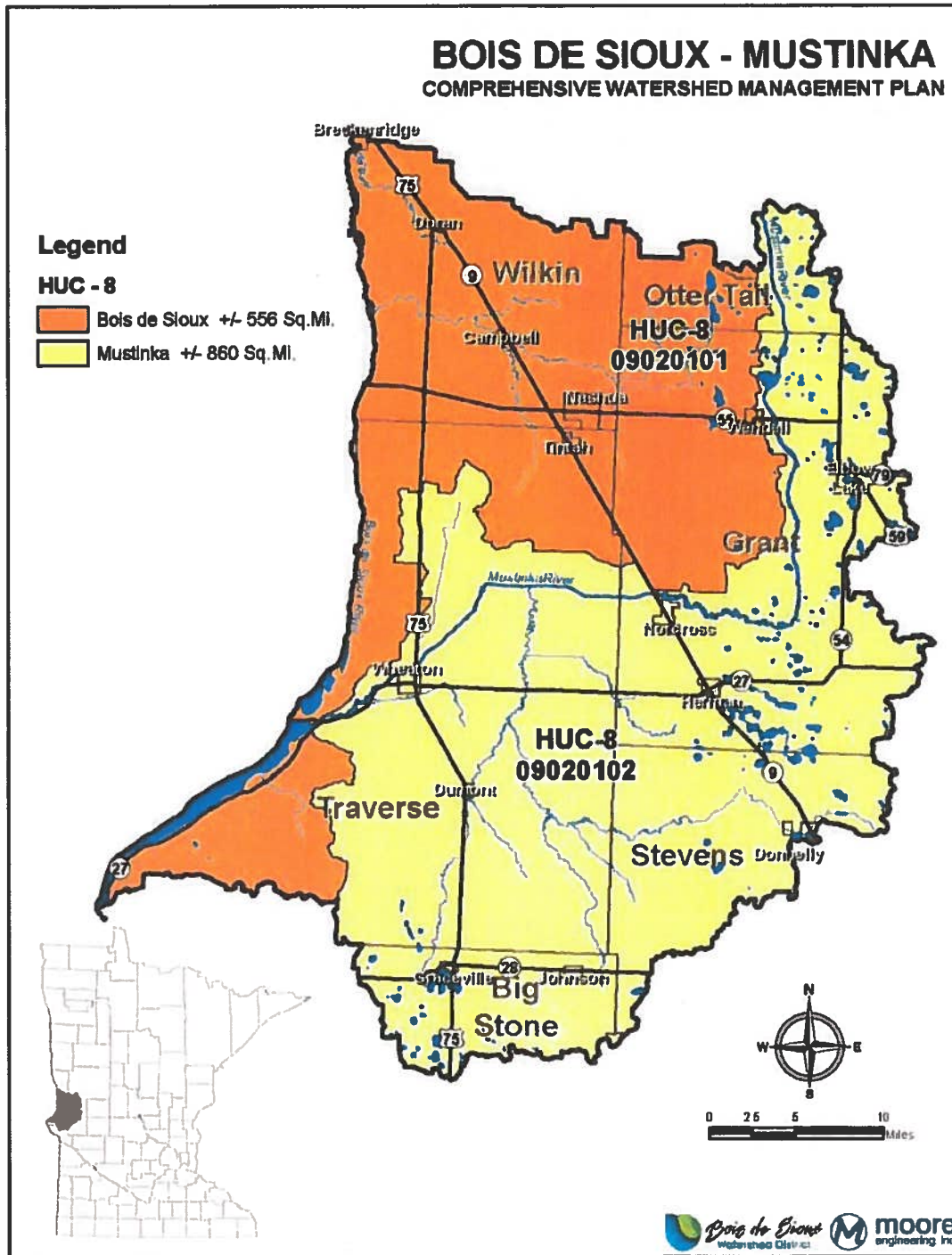
PARTNER: Traverse County

APPROVED:

BY:  12/19/2017
Board Chair Date

BY:  12-19-2017
District Manager/Administrator Date

Attachment A



MEMORANDUM OF AGREEMENT

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9/12/14

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District Manager
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Ortonville, MN 56278
Telephone: (320) 839-6149

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

PARTNER: Greg Hoppe

Traverse Soil and Water Conservation District

APPROVED:

BY: Greg Hoppe 12/7/2017
Board Chair Date

BY: Suna Grinfeld 12/7/2017
District Manager/Administrator Date

MEMORANDUM OF AGREEMENT

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

The Counties of Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin by and through their respective County Board of Commissioners, and

The Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Bois de Sioux 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 are political subdivisions 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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area 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 been awarded a *One Watershed, One Plan* (1W1P) planning grant from the Board of Water and Soil Resources (BWSR) for the development of a Comprehensive Watershed Management Plan.

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*.

WHEREAS, it is the intent of the Parties to develop a coordinated watershed management plan within the boundaries of the Bois de Sioux and Mustinka watersheds.

WHEREAS, the Bois de Sioux and Mustinka Comprehensive Watershed Planning area contains two watersheds that the MPCA has developed a Watershed Restoration and Protection Strategies (WRAPS) for each the Bois de Sioux River and Mustinka River Watersheds.

WHEREAS, the Parties intend to identify planning regions within the proposed planning areas as identified by BWSR that will be consistent with the Bois de Sioux River and Mustinka Comprehensive Watershed Planning Area.

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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area (*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.
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 12/31/2017. 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. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall give written notice, including the date of its withdrawal to the Policy Committee in the form of an official board resolution. Notice must be given at least 30 days in advance of the date of withdrawal from 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.
 - 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 Bois de Sioux Watershed District, or other participating LGU as selected by the policy committee, 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 1W1P grant agreement with BWSR and/or cancelled by all parties, 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 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. 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 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. **1W1P Fiscal Agent:** Fiscal duties will be contracted through a participating LGU. Specific duties will be outlined in the contract.
 8. **1W1P Grant Administration/Coordination:** Grant administration/coordination duties will be contracted through a participating LGU. Specific duties will be outlined in the contract.
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 10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

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Bill Kalar
L&R Management Director
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Telephone: (218) 998-8095

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PARTNER: Greg Hoppe

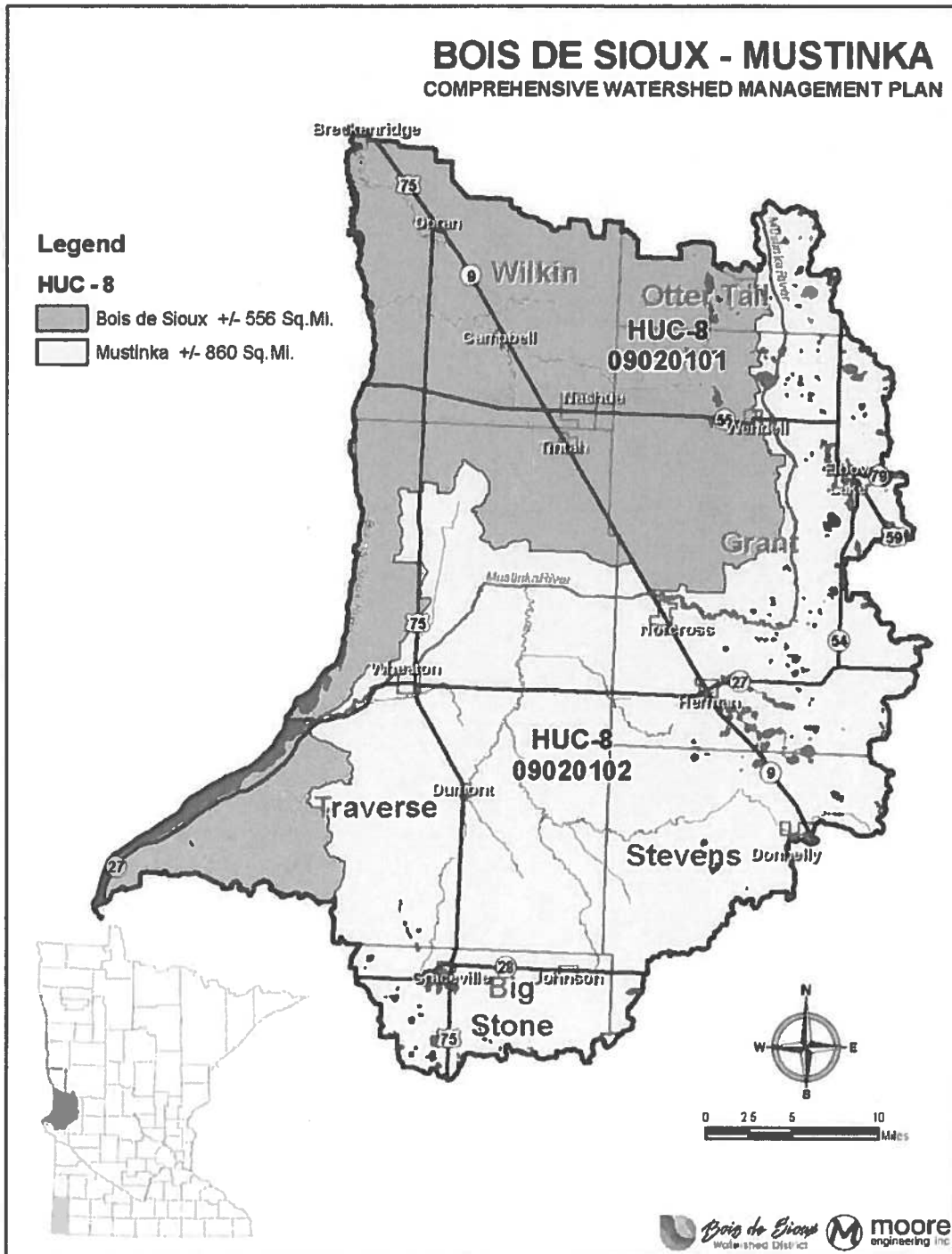
Traverse Soil and Water Conservation District

APPROVED:

BY: Greg Hoppe 12/7/2017
Board Chair Date

BY: Suna Gronfeld 12/7/2017
District Manager/Administrator Date

Attachment A



MEMORANDUM OF AGREEMENT

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The Counties of Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin by and through their respective County Board of Commissioners, and

The Big Stone, Grant, Otter Tail, Stevens, Traverse and Wilkin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

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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 Bois de Sioux and Mustinka Comprehensive Watershed Planning Area 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

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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.

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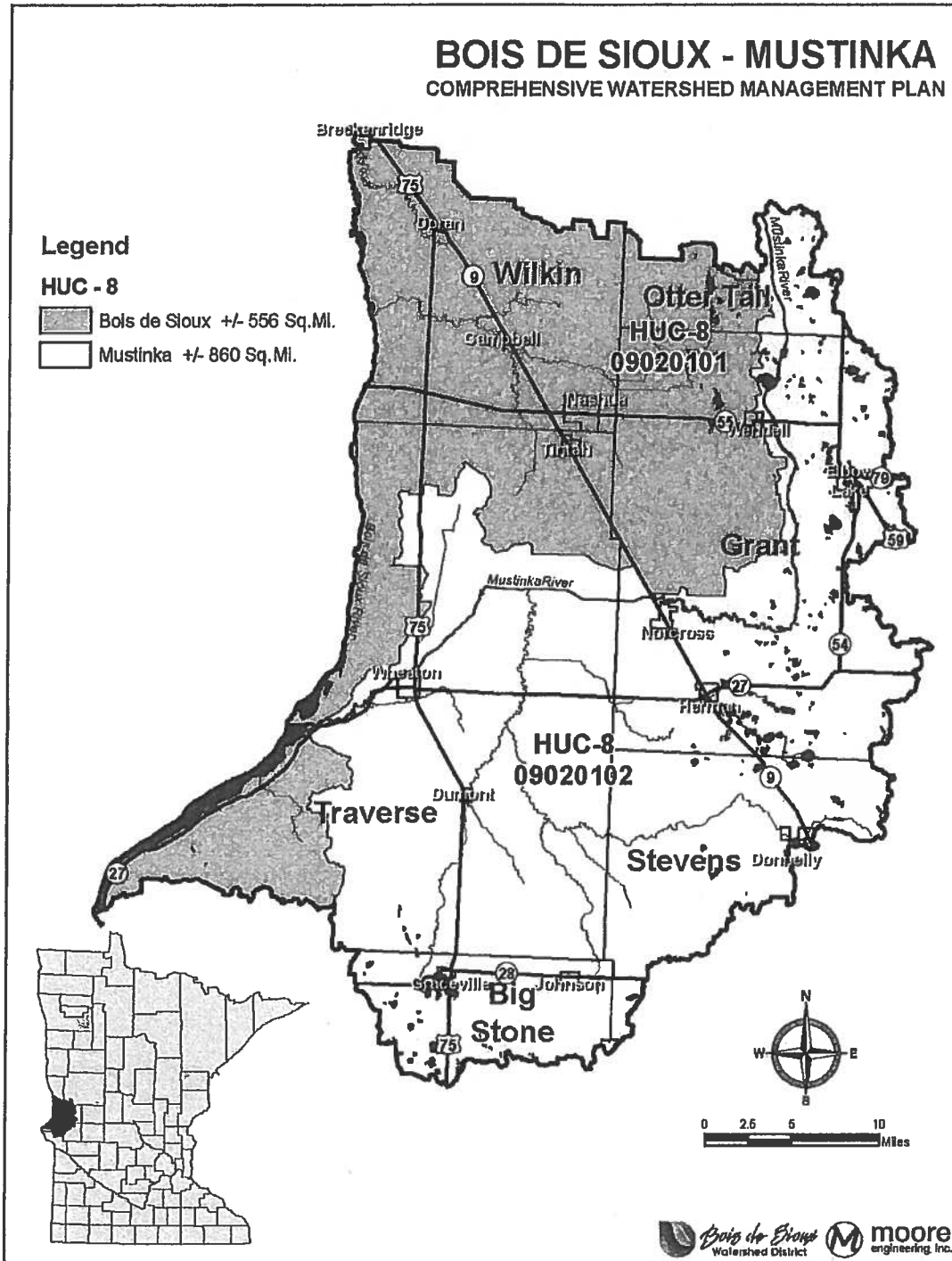
PARTNER: Wilkin County

APPROVED:

BY: Stephen Mironowski 12/12/17
Board Chair Date

BY: Jill Kemp 12/12/17
District Manager/Administrator Date

Attachment A



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

PARTNER: WILKIN SWCD

APPROVED:

BY: *Paul Pochi* 12-13-17
Board Chair Date

BY: *Donald Bympaa* 11/13/17
District Manager/Administrator Date