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# Memorandum of Understanding



between the

**Isanti Soil and Water Conservation District**

and the

**Green Lake Improvement District**

for

## **Green Lakeshore Small Watersheds Grant Match**

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This AGREEMENT is made and entered into by and between the ISANTI SOIL AND WATER CONSERVATION DISTRICT, a subdivision of state government organized under MN Statute 103C with a regular place of business at 110 Buchanan Street North, Cambridge, MN 55008, hereinafter referred to as ISANTI SWCD and the GREEN LAKE IMPROVEMENT DISTRICT, established under MN Statute 103B by the Isanti County Board of Commissioners, hereinafter referred to as the GLID.

### **WITNESSETH**

WHEREAS, the ISANTI SWCD and the GLID have the common objective of properly and efficiently managing the health of Green Lake for the long term good; and

WHEREAS, the ISANTI SWCD has received a Section 319 Grant to restore the health of Green Lake;

WHEREAS, the GLID wishes to provide a portion of the required match to the Green Lake 319 Grant;

WHEREAS, the parties agree that it is in their best interest to define their respective responsibilities and obligations; and

NOW, THEREFORE, it is mutually stipulated and agreed;

#### **1 Purpose**

The parties agree that they have joined for the purpose of implementing the Green Lake Small Watersheds Program.

#### **2 Term**

2.1 **Effective date:** The date of execution by all parties.

2.2 **Expiration date:** Upon complete expenditure and reporting of State Grant funds described below. Grant funds must be spent by August 31, 2024.

2.3 **Early termination.** Any party to this agreement may terminate this agreement or portion thereof at any time with 30 days written notice, or shorter time if mutually agreed by all parties. All parties are responsible for their duties through the date of termination.

2.4 **Survival of terms.** The following clauses survive the expiration or cancellation of this agreement: state grant policies, liability, non-discrimination.

#### **3 ISANTI SWCD's Duties**

The ISANTI SWCD is responsible to:

3.1 Dedicate \$284,000 of 319 grant funding to Green Lake projects per a contract with the Minnesota Pollution Control Agency.

3.2 Coordinate and facilitate implementation of rural and large stormwater reduction projects.

3.3 Invoice the GLID for actual costs for water monitoring according to the 2021-2024 work plan. Invoicing to occur by Dec. 31 of each year.

3.4 Perform grant tracking and reporting to the State.

#### **4 GLID's Duties**

4.1 Provide up to \$59,342 match contribution to the Project as described in the Grant Match Work Plan. A portion for this will be composed of in-kind time. Landowner match to projects is not included in this total.

4.2 Maintain a ledger of all project financial transactions related the match contribution.

- 4.3 Maintain a ledger of resident labor and volunteer monitoring.
- 4.3.1 Provide Isanti SWCD with Project Records needed for State grant reporting.

**5 Liability**

5.1 In the performance of this agreement the ISANTI SWCD, GLID mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466; and neither party shall be required to indemnify the other for any claims in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts the indemnifying party is required to pay on behalf of itself, its officers, agents, and employees for damages arising out of the same occurrence.

**6 Non-Discrimination**

6.1 Parties to this agreement will abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to termination of this Agreement.

**Isanti SWCD**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Green Lake Improvement Association**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

	2021	2022	2023	2024	Notes	SWCD Will	GLID will
<b>Task 1. Near Shore Projects</b>							
SWCD	\$5,404				Funds remaining from the 2020 Community Partners program. This money is in the SWCD account and will be directed to priority projects.	Coordinate with GLID per the 2020 MOU. Report usage of funds to state.	Coordinate program per the 2020 MOU
GLID-cash		\$5,000	\$5,000	\$5,000		Provide support to GLID upon request.	Fund, coordinate and implement the program. Provide SWCD with register of costs. There will also likely be in-kind or match from landowners, track that too. We can use it as extra match.
GLID- landowner match	\$1,081	\$1,000	\$1,000	\$1,000	Estimated contribution from landowners for projects-can be cash or in-kind @\$25/hr		Report landowner match along with registers.
<b>Task 2. CLWP Survey &amp; Treatment<sup>1</sup></b>							
GLID-cash	\$8,994	\$8,994	\$8,994	\$8,994	Estamted amount for annual surveys and treatments.	None	1) Contract with contractor to conduct CLPW surveys needed by the DNR for treatment and contract for the treatments. 2) Provide SWCD with detailed register showing expenses and check number annually. The total may include grants from the DNR (State money can be used as match).
<b>Task 3. Land and Stream Monitoring</b>							
GLID Cash <sup>2</sup>		\$2,789	\$2,789	\$2,789	funding to cover lab costs and staff time and mileage.	1) Coordinate sampling and lab pickups; 2) Collect stream samples if determined necessary to determine practice type; 3) collect montly Do and Oxygen profiles (#3 in 2023 only)	Find volunteer to collect lake samples 2x per month.
GLID In-kind		\$333	\$333	\$333		SWCD coordinate sampling	GLID volunteer time to sample lake 2x per month @ \$25/hour. Volunteer to track time.
				TOTAL			
TOTAL SWCD	\$5,404	\$0	\$0	\$0	\$5,404	This amount does not reflect the entire 319 grant match from the SWCD, rather it reflects the amount that the SWCD has remaining in their account from the 2020 Green Lake Community Partners Grant. This amount is committed to go towards projects prioritized by the GLID Lakehosre Stewardship Team.	
TOTAL GLID- cash	\$0	\$16,783	\$16,783	\$16,783	\$50,348	Cash contribution to SWCD \$2,789/yr in 2022-2024. This is the only cost above and beyond what is already planned by GLID.	
TOTAL GLID- in-kind	\$0	\$333	\$333	\$333	\$1,000		
TOTAL GLID- landowner match	\$1,081	\$1,000	\$1,000	\$1,000	\$4,081	estimated, actual amounts may vary	

<sup>1</sup> actual amount may vary, this is an estimate.

<sup>2</sup> actual costs may vary, SWCD only bills for incurred costs. If no stream samples are needed (or samples are reduced) this will be reduced by ~2,366.

**Grant Match Work Plan**

Except for Lake and Stream monitoring, actual amounts may exceed totals.