

**HOUSTON-HOKAH-LA CRESCENT
ROOT RIVER TRAIL EXTENSION
MEMORANDUM OF AGREEMENT
TO JOINTLY COOPERATE**

This AGREEMENT is entered into between County of Houston, City of La Crescent, City of Houston, and City of Hokah, through their respective governing bodies, hereinafter individually referred to as (“MEMBER ENTITIES”).

WHEREAS, MEMBER ENTITIES are political subdivisions of the State of Minnesota, as defined by Minn. Stat. §2.01 and §410.01; and

WHEREAS, MEMBER ENTITIES share a common interest in and have formed this AGREEMENT for the specific goal to support the planning and development of a trail system between MEMBER ENTITY communities for public use as a recreational trail for multiple users and for the benefit of the public; and

WHEREAS, MEMBER ENTITIES recognize there are economic and logistical advantages to cooperate in planning, seeking options for land purchases and options for easements, seeking legislative support and applying for grant funding for such trail system; and

WHEREAS, MEMBER ENTITIES are committed to the development of a trail system from their respective communities to common points between the MEMBER ENTITY communities; and

WHEREAS, pursuant to Minn. Stat. §471.59, MEMBER ENTITIES possess the statutory authority to partner as a joint-collaboration for the purpose of planning and construction of a recreational trail.

WHEREAS, to the full extent permitted by law, actions by the MEMBER ENTITIES, their respective officers, employees, and agents, pursuant to this AGREEMENT are intended to be and shall be construed as a “cooperative activity”. It is not the intent of the MEMBER ENTITIES that they be deemed a “single governmental unit”.

NOW, THEREFORE, MEMBER ENTITIES hereto agree as follows:

- 1. Term:** This AGREEMENT is effective upon signature of authorized representatives of all MEMBER ENTITIES in consideration of the benefits to their respective residents and communities; and will remain in effect until the completion of the connected trail system, unless canceled according to the provisions of this AGREEMENT or earlier terminated by law.
- 2. Withdrawal of MEMBER ENTITY:** A MEMBER ENTITY desiring to leave this joint cooperation AGREEMENT shall indicate its intent in writing to the other MEMBER ENTITIES in the form of an official board resolution of their governing body. Notice must be made at least 90 days in

advance of leaving the AGREEMENT and provided to the authorized representatives listed paragraph 8. below.

3. General Provisions:

- a. Compliance with Laws/Standards:** MEMBER ENTITIES agree to abide by all State of Minnesota, federal, and local laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this AGREEMENT.
- b. Indemnification:** To the fullest extent permitted by law, this Agreement and the activities carried out hereunder 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 purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a. The limitations of liability under Minnesota Statutes, Chapter 466 for some or all Parties may not be added together to determine the maximum liability for any Party. For purposes of liability, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties.
- c. Records Retention and Data Practices:** MEMBER ENTITIES agree that records created pursuant to the terms of this AGREEMENT will be retained in a manner that meets their respective governmental entity’s records retention schedules and in accordance with Minn. Stat. §138.17. MEMBER ENTITIES further agree that records prepared or maintained in furtherance of this AGREEMENT shall be subject to the Minnesota Government Data Practices Act. At the expiration of this AGREEMENT, all Committee records will be turned over to the Fiscal Agent for continued retention.
- d. Termination:** This AGREEMENT will remain in full force and effect until the completion of the trail planning and the transfer of options referenced in the recitals above to either a Joint Powers entity that may be formed for this purpose by MEMBER ENTITIES or to the Minnesota Department of Natural Resources for construction and maintenance or upon all but one MEMBER ENTITY withdrawing from this Agreement. The MEMBER ENTITIES acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section §471.59, Subd. 5 and the purpose of this AGREEMENT has been completed.
- e. Amendment:** Amendment to this AGREEMENT shall be in writing, adopted by each MEMBER ENTITY in the same manner as the original AGREEMENT.

4. Administration:

- a. Establishment of a Committee for Development and Implementation of a Plan.** MEMBER ENTITIES agree to designate two representative Committee members, for the development of the connected trail plan.

- i. Committee members will meet monthly, or as needed to decide on the content of a Plan, serve as a liaison to their respective MEMBER ENTITIES, and act on behalf of the MEMBER ENTITIES governing boards.
 - ii. Each MEMBER ENTITY Committee representative shall have one vote on matters before the Committee.
 - iii. Committee by-laws may be adopted as an amendment to this AGREEMENT.
 - iv. Committee members will ensure that minutes of all Committee meetings are recorded and made available in a timely manner to Committee members and maintain a file of all approved minutes including corrections and changes.
 - v. Committee members will perform obligations under this AGREEMENT in a timely manner and inform each other about any delays that may occur so that information can be relayed to MEMBER ENTITIES.
 - vi. Retain records consistent with Day-to-Day Contact's records retention schedule until termination of the AGREEMENT (at that time, records will be turned over to the Fiscal Agent)
- b. Budget.** If needed, the Committee shall adopt an annual budget to be completed by January 1st of each year.
- c. Submittal of a Trail Plan.** If needed, the Committee will recommend a draft plan to the MEMBER ENTITIES of this AGREEMENT.
- 5. Fiscal Agent/Grant Administration:** The City of La Crescent agrees to act as the fiscal agent for the purposes of this AGREEMENT and agrees to the following:
- a. Accept all day-to-day responsibilities associated with the implementation of any future grant agreement(s) for the development a multi-use trail system;
 - b. Accept all fiscal responsibilities associated with the implementation of this AGREEMENT and for developing and being responsible for reporting requirements associated with all funds received pursuant to this Agreement;
 - c. Perform financial transactions as part of any grants and agreements and contract implementation upon plan approval by MEMBER ENTITIES;
 - d. Retain fiscal records and provide an annual fiscal report to MEMBER ENTITIES;

- e. Provide Committee members with financial records at regular intervals that describe the financial status/condition of any future grant funds and vendor payment obligations so that the Committee may perform its obligations listed herein;
 - f. Retain fiscal records consistent with the records the 3. c. above; and
 - g. Pay for all expenses and services approved by the Committee.
6. **Contract for Services:** Upon a resolution of approval of a draft trail plan by each MEMBER ENTITY governing boards, the fiscal agent shall have the power to contract for services with any unit of government, corporation, partnership, or individual necessary for the planning and development of the trail, including the acquisition of options for land purchases and property easements.
7. **Future Joint Powers Agreement:** Each MEMBER ENTITY acknowledges that a future Joint Powers Agreement may be necessary if required by the Minnesota Department of Natural Resources, in order to secure additional state funding, or to assign, transfer, or otherwise convey any options for land purchases or property easements, or as otherwise agreed between the MEMBER ENTITY. The Joint Powers Agreement will be prepared by legal counsel for the fiscal agent, subject to other MEMBER ENTITY review and approval.
8. **Authorized Representatives:** All official notifications regarding this AGREEMENT must be sent to other MEMBER ENTITIES' authorized representatives listed below:

Houston County

Title: Auditor/Treasurer
Address: 304 S. Marshall Street, Caledonia MN 55921
Telephone: 507-725-5803
E-Mail: donna.trehus@co.houston.mn.us

City of La Crescent City

Title: City Administrator
Address: 315 Main Street, La Crescent MN 55947
Telephone: 507-895-2595
E-Mail: bwaller@cityoflacrescent-mn.gov

City of Houston

Title: City Clerk/Administrator
Address: PO Box 667, 105 W. Maple Street, Houston MN 55943
Telephone: 507-896-4033
E-Mail: mquinn@houstonmn.us

City of Hokah

Title: City Clerk

Address: PO Box 311, 211 Main Street, Suite 1, Hokah MN 55941

Telephone: 507-894-4990

E-Mail: cityclerk@acegroup.cc

The above representatives shall have the authority for acceptance on behalf of the respective the MEMBER ENTITY.

IN TESTIMONY WHEREOF MEMBER ENTITIES have executed this AGREEMENT by their duly authorized representatives.


Signature Page to Follow

HOUSTON COUNTY


Greg Myhre, County Board Chair

Date 9-27-22

APPROVED AS TO FORM


Samuel Jandt, County Attorney

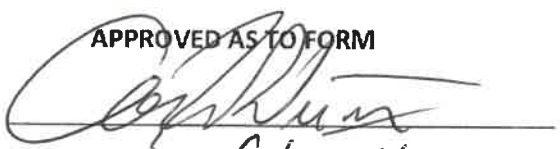
Date 9-21-22

CITY OF LA CRESCENT



Date 9-20-22

APPROVED AS TO FORM


City Atty
LaCrescent, MN

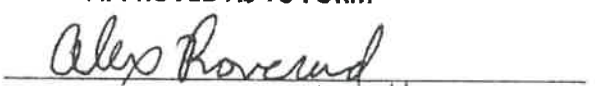
Date 9/21/22

CITY OF HOUSTON



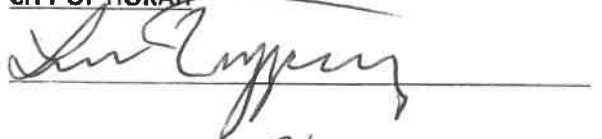
Date _____

APPROVED AS TO FORM


City Attorney

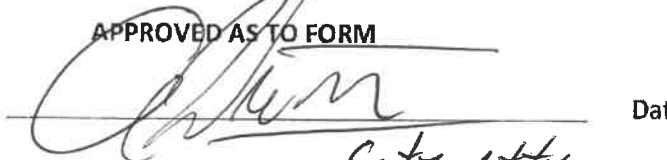
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CITY OF HOKAH



Date 9-21-22

APPROVED AS TO FORM


City Atty
Hokah, MN

Date 9/21/22

EXHIBIT A
HOUSTON COUNTY RESOLUTION

APPENDIX A

RESOLUTION NO. 22-50

County of Houston Joint Cooperation for Recreational Trail Development

WHEREAS, the Houston County Board of Commissioners are committed to supporting the planning and development of a trail system for public use as a multi-use recreational bicycling and walking facility between the cities of La Crescent, Houston, and Hokah; and

WHEREAS, the Houston County Board of Commissioners recognize there are practical and economic advantages to inter-governmental cooperation when planning, developing, and funding such trail system; and

WHEREAS, the County of Houston wishes to collaborate with municipalities located in County of Houston for the purpose of furthering the development and the completion of a recreational trail.

NOW THEREFORE BE IT RESOLVED, the Houston County Board of Commissioners commits to working with the City of La Crescent, the City of Houston, and the City of Hokah to pursue the development of a trail system from these communities to common points between them, is hereby approved.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trebus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated September 27 2022

WITNESS my hand and the seal of my office this 27 day of September, 2022.

(SEAL)

Donna Trebus
Donna Trebus, Auditor-Treasurer

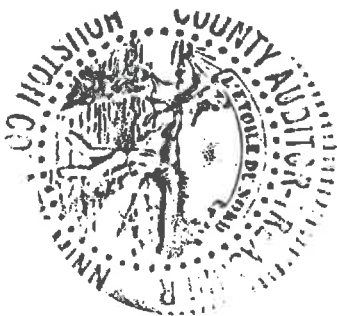


EXHIBIT B
CITY OF LA CRESCENT RESOLUTION

EXHIBIT B

RESOLUTION NO. 9-22-28

City of La Crescent Joint Cooperation for Recreational Trail Development

WHEREAS, the City Council of the City of La Crescent is committed to supporting the planning and development of a trail system for public use as a multi-use recreational bicycling and walking facility between the cities of La Crescent, Houston, and Hokah; and

WHEREAS, the City Council of the City of La Crescent recognize there are practical and economic advantages to inter-governmental cooperation when planning, developing, and funding such trail system; and

WHEREAS, pursuant to Minn. Stat. §471.59, City of La Crescent possesses the statutory authority to be a party to an agreement to jointly collaborate with municipalities located in Houston County for the purpose of furthering the development and the completion of a recreational trail.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of La Crescent that, the City of La Crescent commits to working in joint cooperation with the City of La Crescent, the City of Houston, the City of Hokah, and Houston County to pursue the development of a trail system from these communities to common points between them, is hereby approved.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

Angie J. Porttelle do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council of the City of La Crescent dated 9/12/2022

WITNESS my hand and the seal of my office this 20th day of September, 2022.

(SEAL)

Angie J. Porttelle Deputy City Clerk
9/20, 2022

EXHIBIT C
CITY OF HOUSTON RESOLUTION

RESOLUTION NO. 2022-16

City of Houston Joint Cooperation for Recreational Trail Development

WHEREAS, the City Council of the City of Houston is committed to supporting the planning and development of a trail system for public use as a multi-use recreational bicycling and walking facility between the cities of La Crescent, Houston, and Hokah; and

WHEREAS, the City Council of the City of Houston recognize there are practical and economic advantages to inter-governmental cooperation when planning, developing, and funding such trail system; and

WHEREAS, pursuant to Minn. Stat. §471.59, City of Houston possesses the statutory authority to be a party to an agreement to jointly collaborate with municipalities located in the County of Houston for the purpose of furthering the development and the completion of a recreational trail.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Houston that, the City of Houston commits to working in joint cooperation with the City of La Crescent, the City of Houston, and the City of Hokah to pursue the development of a trail system from these communities to common points between them, is hereby approved.

******CERTIFICATION******

State of Minnesota
County of Houston

I, Michelle Quinn, Clerk/Administrator for the City of Houston, do hereby certify that the above is a true and correct copy of a resolution adopted by the City of Houston at the City Council Meeting on September 12, 2022.

WITNESS my hand and the seal of my office this 12th day of September 2022.


Michelle Quinn, Clerk/Administrator

EXHIBIT D
CITY OF HOKAH RESOLUTION

RESOLUTION 2022-04

**CITY OF HOKAH JOINT COOPERATION FOR
RECREATIONAL TRAIL DEVELOPMENT**


WHEREAS, the City Council of the City of Hokah is committed to supporting the planning and development of a trail system for public use as a multi-use recreational bicycling and walking facility between the cities of La Crescent, Houston, and Hokah; and

WHEREAS, the City Council of the City of Hokah recognize there are practical and economic advantages to inter-governmental cooperation when planning, developing, and funding such trail system; and

WHEREAS, pursuant to Minn. Stat. §471.59, City of Hokah possesses the statutory authority to be a party to an agreement to jointly collaborate with municipalities for the purpose of furthering the development and the completion of a recreational trail.

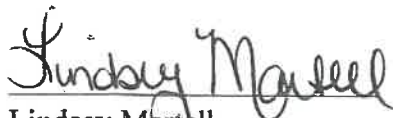
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hokah that, the City of Hokah commits to working in joint cooperation with the City of La Crescent, and the City of Houston to pursue the development of a trail system from these communities to common points between them, is hereby approved.

PASSED, ADOPTED AND APPROVED on the 6th Day of September, 2022.



Lee Tippet
Mayor

ATTEST:



Lindsey Martell
City Clerk/Treasurer