

**City of Minneapolis-Minneapolis Health Department and the Shakopee
Mdewakanton Sioux Community**

**MEMORANDUM OF UNDERSTANDING
BIOCHAR COMPOSTING & DEMONSTRATION PROJECT**

This Memorandum of Understanding, hereinafter referred to as the “MOU”, is made between the City of Minneapolis (City), acting through its Health Department (MHD), 250 South Fourth Street, Room 510, Minneapolis, MN 55415, and the Shakopee Mdewakanton Sioux Community, a federally recognized Indian Community (hereinafter the “Community”), acting through its Business Council, 2330 Sioux Trail N.W. Prior Lake, MN 55372.

WHEREAS, the Community is a federally recognized Indian Community and possesses those inherent sovereign powers of self-government as contained in the Constitution of the Shakopee Mdewakanton Sioux Community, the Indian Reorganization Act of 1934, 25 U.S.C. § 476, and federal common law; and

WHEREAS, the City is a city within the State of Minnesota, possessed of full powers of city government; and

WHEREAS, the parties desire to maintain a strong and mutually supportive intergovernmental relationship by participating in projects that will serve the parties’ mutual and best interests; and

WHEREAS, the parties have agreed to undertake a Biochar composting and demonstration project and desire to more fully set forth the roles and responsibilities of the parties as set forth in this MOU.

NOW, THEREFORE, in order to further the government to government relationship which exists between the City and the Community, the City and the Community hereby enter into this Memorandum of Understanding as follows:

A. Background

The City and the Community share a common value in environmental stewardship and sustainability. In this spirit, the parties are working together using innovative approaches to address common environmental challenges. One such collaboration is the development of a program using Biochar to increase production of locally grown food, improve soil conditions, and reduce both air and water pollution. Biochar is a soil amendment that is quickly being recognized for its quantifiable environmental benefits. These benefits include improving local water quality, increasing crop yield, and combating climate change through the sequestration of carbon for thousands of years. Due to these many benefits, the Community and the City seek to work together to promote this innovative product in our respective communities. This program consists of two main components: producing a Biochar/compost mix, and development of a demonstration project, including education and outreach. The focus of this demonstration

project will be the increased access to locally grown food by historically underserved communities.

B. Project Goals

1. Demonstrate the benefits of the use of Biochar in increasing crop yield and amending soil to the following entities:
 - a. Local gardening associations with a focus on areas with Native populations
 - b. The City Public Works Department for use in boulevard projects
 - c. The City of Minneapolis Community Planning and Economic Development Department for use in the replanting of City-owned land
 - d. Problem properties throughout the City/demolition projects where Biochar amended soil could be used for final grade to improve seeding techniques
 - e. Other public organizations such as the Minneapolis Parks and Recreation Board
2. Conduct outreach with local gardeners and urban farmers;
3. Make Biochar readily available for community gardeners at little to no cost;
4. Obtain a quantifiable reduction in Nitrogen Oxide at the Community's demonstration site; and
5. Obtain a quantifiable estimate of Carbon sequestration following the use of Biochar.

C. The Parties Understand That

1. The Community owns and operates an organics recycling facility (hereinafter the "Facility") in Prior Lake, MN;
2. The facility is capable of mixing Biochar with compost into a soil amendment; and
3. Both the City and the Community will purchase Biochar from third party vendors and independently oversee its delivery to the Facility;
4. The City and Community desire to cooperate to carry out a composting and demonstration project for the benefit of both citizens of the City and Members of the Community; and
5. Neither entity will provide or receive funding from the other under this MOU.

D. Responsibilities of Each Party

1. The City agrees to:
 - a. Purchase and oversee the delivery of Biochar from a third party to the facility;
 - b. Work in collaboration with representatives from the Community to develop an education and outreach program to support the goals of the project;
 - c. Coordinate the support and involvement of external community groups and agencies who will support and benefit from the project; and

Approved by:

Pam Fernandez, Finance Officer Designee Date

For the Shakopee Mdewakanton Sioux Community:

Charlie Vig, Chairman, Business Council Date