

RAINY RIVER – HEADWATERS/ VERMILION RIVER WATERSHED
PLANNING FOR ONE WATERSHED ONE PLAN
MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between the following PARTIES:

The Minnesota Counties of Cook, Lake and St. Louis, by and through their respective County Board of Commissioners, and the following Soil and Water Conservation Districts: Cook County Soil and Water Conservation District, Lake County Soil & Water Conservation District, and North St. Louis Soil and Water Conservation District, 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 Rainy River – Headwaters/Vermilion River Watershed (See Attachment A-map) 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 Chapters 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

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 (1W1P)* in the Rainy River – Headwaters/Vermilion River Watershed.

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 Rainy River – Headwaters/ Vermilion River Watershed. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan (the

Plan”) for implementation consistent with the Board of Water and Soil Resources Operating Procedures for One Watershed, One Plan.

2. **Term:** This Agreement is effective upon signature of the Parties and will remain in effect until adoption of the Plan by all parties OR, the end date of the potential Board of Water and Soil Resources 1W1P Planning Grant Agreement, unless cancelled 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. The additional 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. **Withdraw of Parties:** 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 resolution by that party. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Law/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 provision of the Municipal Tort Clam 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.” For the purpose of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), it is the intent that the Parties are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit and that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
 - c. **Record 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 this 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 fiscal agent for continued retention. Each Party may also request and receive, at no cost, copies of all the records.
 - 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. **Amendment of Memorandum of Agreement:** This MOA may be amended by approval of the amendment(s) by the Policy Committee with final approval by the each above listed County Boards of Commissioners and SWCD Boards of Supervisors.

6. **Administration:**

a. **Establishment of Policy Committee for Approval of the Plan:** The Parties agree to designate one representative and alternate(s), who must be an elected or appointed member of the governing board, to a Policy Committee for the development of the watershed-based 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 Party, through its representative, shall have one (1) vote.
- ii. A Party's alternative will serve on the Policy Committee as needed in the absence of the designated representative.
- iii. The Policy Committee will establish bylaws to describe the functions and operations of the committee and any other committees created in furtherance of this Agreement.

b. **Establishment of Advisory Committee for Development of the Plan:**

- i. Each Party may appoint no more than two technical representative(s) to an Advisory Committee for development of the Plan.
 - ii. The appointed technical representatives of the Advisory Committee, in consultation with each other, may recommend additional stakeholders to serve on the Advisory Committee. These stakeholders need to be approved by the Policy Committee.
 - iii. 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.
 - iv. Members of the Advisory Committee may be a current board member of any of the Parties.
- c. **Submittal of the Plan:** The Advisory Committee will recommend the plan to the Policy Committee. 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. The Policy Committee will recommend the approved plan to the Parties of this Agreement.

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 to the Board of Water and Soil Resources for its review and approval.

d. **Adoption of Plan:** The Parties agree to adopt the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes 103B and 103D.

7. **Fiscal Agent:** North St. Louis Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibility associated with the implementation of the Board of Water and Soil Resources grant agreement for developing a watershed-based plan, if awarded.
 - b. Perform financial transactions as part of the grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the its records retention schedule and Minnesota Statutes 138.17.
8. **Grant Administration:** North St. Louis Soil and Water Conservation District will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the Board of Water and Soil Resources grant agreement for developing a watershed-based plan, including being the primary Board of Water and Soil Resources contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning conditions of the Board of Water and Soil Resources grant agreement.
 - c. Enter into consulting or services contracts with third parties as necessary to achieve the goals of this Agreement, as approved by the Policy Committee.
9. **Secretary:** North St. Louis Soil and Water Conservation District will act as the secretary for the purposes of this Agreement and agrees to provide the following services:
- a. Coordinate or delegate the coordination and facilitation of Policy Committee meetings, including establishing date, location, time and any necessary accommodations.
 - b. Coordinate or delegate the coordination and facilitation of Advisory Committee meetings including establishing date, location, time, and any necessary accommodations.
 - c. Development of bid specifications and management of contracts for any consulting firms the selected by the Policy Committee.
 - d. Assistance with data compilation, meeting facilitation, and plan writing.
10. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.
11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

County Commissioner
SWCD Board Supervisor
SWCD District Manager

Signature Page For each county/SWCD

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

LAKE COUNTY

APPROVED:

BY: Jeremy M. Hurd 6-8-21
RICH SVE, LAKE COUNTY COMMISSIONER Date

Attest: Jaune D Buchanan Clerk of the Board
LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT June 8, 2021

APPROVED:

BY: Douglas C Haus 5/27/21
DOUG HAUS, LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT BOARD CHAIR Date

COOK COUNTY

APPROVED:

BY: David Mills Board Chair 8/16/21
PRINTED NAME, TITLE Date

ADD OTHER REQUIRED SIGNATURES

APPROVED AS TO FORM (use if necessary)

BY: Molly Hicken 8/19/21
PRINTED NAME, COUNTY ATTORNEY Date

COOK COUNTY SOIL & WATER CONSERVATION DISTRICT

APPROVED:

DocuSigned by:
BY: Joan Farnam 5/10/2021
SIGNATURE A5128656D815465... Date

BY: Joan Farnam Cook SWCD Board Chair 5/10/2021
PRINTED NAME, TITLE Date

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

ST LOUIS COUNTY

APPROVED:

BY: Matthew E Johnson 1/14/22
St. Louis County Planning Director Date

Printed Name: Matthew E. Johnson

BY: Paul McDonald 1-25-22
St. Louis County Board Chair Date

Printed Name: PAUL McDOWALS

BY: Nancy Nilsen 1/25/22
St. Louis County Auditor Date

Printed Name: Nancy Nilsen

APPROVED AS TO FORM (use if necessary)

BY: Thomas Staley 2-4-22
St. Louis County Attorney Date

Printed Name: Thomas Staley 2022-15206

Signature Page For North St. Louis Soil & Water Conservation District

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

North St. Louis Soil & Water Conservation District

APPROVED:

BY: Margaret Pearson 9/8/2021
Margaret Pearson, Board Chair Date