

ST. LOUIS RIVER WATERSHED ONE WATERSHED ONE PLAN

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between the following PARTIES:

The Minnesota Counties of St. Louis and Carlton, by and through their respective County Boards of Commissioners, and the following Soil and Water Conservation Districts: South St. Louis Soil and Water Conservation District, North St. Louis Soil and Water Conservation District, and Carlton Soil and Water Conservation District, by and through their respective Soil and Water Conservation District Boards of Supervisors, and the Fond du Lac Band of Lake Superior Chippewa, 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 Fond du Lac Band of Lake Superior Chippewa is a federally-recognized Indian tribe with both inherent authority and delegated federal authority to carry out environmental programs and land use controls, and with statutory authority, pursuant to Minnesota Statutes Section 471.59, to enter into joint powers agreements with other state governmental units; 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 St. Louis River Watershed (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 Chapter 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 (IWIP)* in the St. Louis 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 St. Louis River Watershed (See Attachment A-map). 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 (BWSR) 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 Minnesota Board of Water and Soil Resources 1W1P Planning Grant Agreement, whichever is later, 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. **Withdrawal of Party:** 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 provisions of the Municipal Tort Claim Act, Minnesota Statutes 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 committee, 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 consistent 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 South St. Louis Soil and Water Conservation District 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 Policy Committee with final approval by each of the 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 one alternate, 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 bi-monthly or 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 alternate 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 representatives 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. No member 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 the 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 jointly to the BWSR for 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 Chapters 103B and 103D.

7. **Fiscal Agent:** South 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 Minnesota 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 its records retention schedule and Minnesota Statutes 138.17.
8. **Grant Administration:** South 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:** South 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 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:

<p><u>St. Louis County</u> Matthew Johnson Planning Director Government Services Center 320 West 2nd Street, Suite 301 218-725-5008</p>	<p><u>Carlton County</u> Karola Dalen Resource and Recycling Coordinator Carlton County Zoning/Environmental Services P.O. Box 220, Room 103 Carlton MN 55718 218-384-9178</p>
<p><u>South St. Louis SWCD</u> Kate Kubiak Conservation Specialist 215 N 1st Avenue East Room 301 Duluth MN 55802 218-723-4946</p>	<p><u>North St. Louis SWCD</u> Anita Provinzino District Administrator 503 3rd Street North, Suite A Virginia MN 55792 218-288-6144</p>
<p><u>Carlton SWCD</u> Melanie Bomier Water Quality Specialist 808 3rd Street Carlton MN 55718 218-384-3891</p>	<p><u>Fond du Lac Band of Lake Superior Chippewa</u> Kari Jacobson Hedin Watershed Specialist, Office of Water Protection 1720 Big Lake Road Cloquet, MN 55720 218-878-7109</p>

The rest of this page left intentionally blank. Signature pages follow.

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

ST. LOUIS COUNTY

APPROVED:

BY: _____

St. Louis County Board Chair

Date

Printed Name: _____

BY: _____

St. Louis County Auditor

Date

Printed Name: _____

APPROVED AS TO FORM (use if necessary)

BY: _____

County Attorney

Date

Printed Name: _____

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

CARLTON COUNTY

APPROVED:

BY: _____

Carlton County Board Chair

Date

Printed Name: _____

BY: _____

Carlton County Auditor

Date

Printed Name: _____

APPROVED AS TO FORM (use if necessary)

BY: _____

County Attorney

Date

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

SOUTH ST. LOUIS SOIL & WATER CONSERVATION DISTRICT

APPROVED:

BY: _____

South St. Louis SWCD Board Chair

Date

Printed Name: _____

BY: _____

South St. Louis SWCD Manager

Date

Printed Name: _____

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

NORTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____

Margaret Pearson, North St. Louis SWCD Board Chair

Date

BY: _____

Anita Provinzino, North St. Louis SWCD Administrator

Date

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

CARLTON COUNTY SOIL & WATER CONSERVATION DISTRICT

APPROVED:

BY: _____

Carlton County SWCD Board Chair

Date

Printed Name: _____

BY: _____

Carlton County SWCD Manager

Date

Printed Name: _____

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

FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA

APPROVED:

BY: _____

Kevin R Dupuis, Sr. Chairman

Date

Printed Name: _____

BY: _____

Ferdinand Martineau, Jr. Secretary/Treasurer

Date

Printed Name: _____

ATTACHEMENT A
ST. LOUIS RIVER ONE WATERSHED, ONE PLAN
PLANNING AREA



Legend

- 1W1P Planning Area
- County Boundaries

