



Board of County Commissioners Agenda Request

3 B
Agenda Item #

Requested Meeting Date: January 28, 2020

Title of Item: Snake River Watershed MOU

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Steve Hughes		Department: Aitkin County SWCD
Presenter (Name and Title): Steve Hughes, District Manager		Estimated Time Needed: 10 minutes
Summary of Issue: The Snake River Watershed is beginning the 1 Watershed 1 Plan (1W1P) process. They are looking to establish a Memorandum of Understanding with the Aitkin County Board.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt Resolution - Memorandum of Understanding.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

MEMORANDUM OF AGREEMENT – SNAKE RIVER
WATERSHED

This agreement (Agreement) is made and entered into by and between:

The Counties of Aitkin, Kanabec, Mille Lacs and Pine by and through their respective County Board of Commissioners, and

The Aitkin, Kanabec, Mille Lacs and Pine Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District (SWCD) Board of Supervisors, and

The Snake River Watershed Management Board & Citizen Advisory Committee (SRWMB), by and through their respective Board Members, 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 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 Watershed Management Organizations of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D 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 Snake River Watershed 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 Statutes Chapter

103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

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;

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 Snake River Watershed (Attachment A). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the Snake River Watershed Partnership.
2. Term: This Agreement is effective upon signature of all Parties according to the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed One Plan (version 2, March 28, 2018); and will remain in effect until 1-year after the term of the BWSR One Watershed, One Plan 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 prior to adate that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The 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 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 board resolution. Notice must be made at least 30 days in advance of leaving the Agreement. BWSR has identified the following parties as required parties for this agreement: Aitkin SWCD, Aitkin County, Kanabec SWCD, Kanabec County, Mille Lacs SWCD, Mille Lacs County and Pine SWCD, Pine County. If one of the required Parties according to the BWSR Operating Procedures for One Watershed One Plan withdraws from this agreement, it does not make this MOA null and void. Should this occur, the remaining Parties will hold discussions with BWSR representatives regarding the reallocation or reassignment of duties, grant funds, and future projection of the project as a whole.
5. General Provisions:
 - a. Compliance with Laws/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 Claims 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." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

c. **Records 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 the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to Kanabec SWCD for continued retention. After termination of this Agreement, the parties of this agreement shall continue to have access to the records created pursuant to this Agreement.

d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner as agreed upon by all parties 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. This is a collaborative effort by the Parties and as such, no employees shall be hired as part of this planning project.

6. Administration:

a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One 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 representative shall have one vote.

ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.

iii. The Policy Committee will establish bylaws within 6 months of execution of this

document to describe the functions and operations of the committee(s).

iv. 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. Members of the Advisory Committee may not be a current board member of any of the Parties.

b. Submittal of the Plan. The Policy Committee will recommend the plan to the Parties of this agreement. 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. 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 BWSR for review and approval.

c. Adoption of the Plan. The Parties agree to adopt and begin implementation of 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: Mille Lacs SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
- b. Perform financial transactions as part of 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 agent's records retention schedule until termination of the agreement (at that time, records will be turned over to Kanabec SWCD).

8. Grant Administration: Kanabec SWCD 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 BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR 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 condition of the BWSR grant agreement.

9. The following parties agree to provide the following services to the Snake River Watershed Partnership:

- a. Kanabec SWCD: Project Coordinator
- b. Mille Lacs SWCD: Fiscal Agent, Administration

- c. Mille Lacs SWCD: Outreach Coordinator
- d. Pine SWCD: Notifications Coordinator
- e. Kanabec SWCD: Note Taker

Commissioner xx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT All Members Voting Yes

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 28th day of January, 2020 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 28th day of January, 2020

Jessica Seibert
County Administrator

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

KANABEC SWCD

By _____ Date _____

Joyce Sawatzky
Chair, Kanabec SWCD Board

Attest

By _____

Deanna Pomije
Kanabec SWCD District Manager



IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

KANABEC COUNTY BOARD OF COMMISSIONERS

By _____ Date _____

Kathi Ellis
Chair, Kanabec County Board of Commissioners

Attest

By _____

Kristine McNally
Kanabec County Administrator

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

PINE SWCD

By _____ Date _____
Skip Thomson
Chair, Pine SWCD Board

Attest
By _____
Jill Carlier
Pine SWCD District Manager



IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

PINE COUNTY BOARD OF COMMISSIONERS

By _____ Date _____
Joshua Mohr
Chair, Pine County Board of Commissioners

Attest
By _____
David Minke
Pine County Administrator

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

MILLE LACS SWCD

By _____ Date _____
Jake Janski
Chair, Mille Lacs SWCD Board

Attest
By _____
Susan Shaw
Mille Lacs SWCD District Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

MILLE LACS COUNTY BOARD OF COMMISSIONERS

By _____ Date _____
Roger Tellinghuisen
Chair, Mille Lacs County Board of Commissioners

Attest
By _____
Pat Oman
Mille Lacs County Administrator

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

AITKIN SWCD

By _____ Date _____
Franklin Turnock
Chair, Aitkin SWCD Board

Attest
By _____
Steve Hughes
Aitkin SWCD District Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates below.

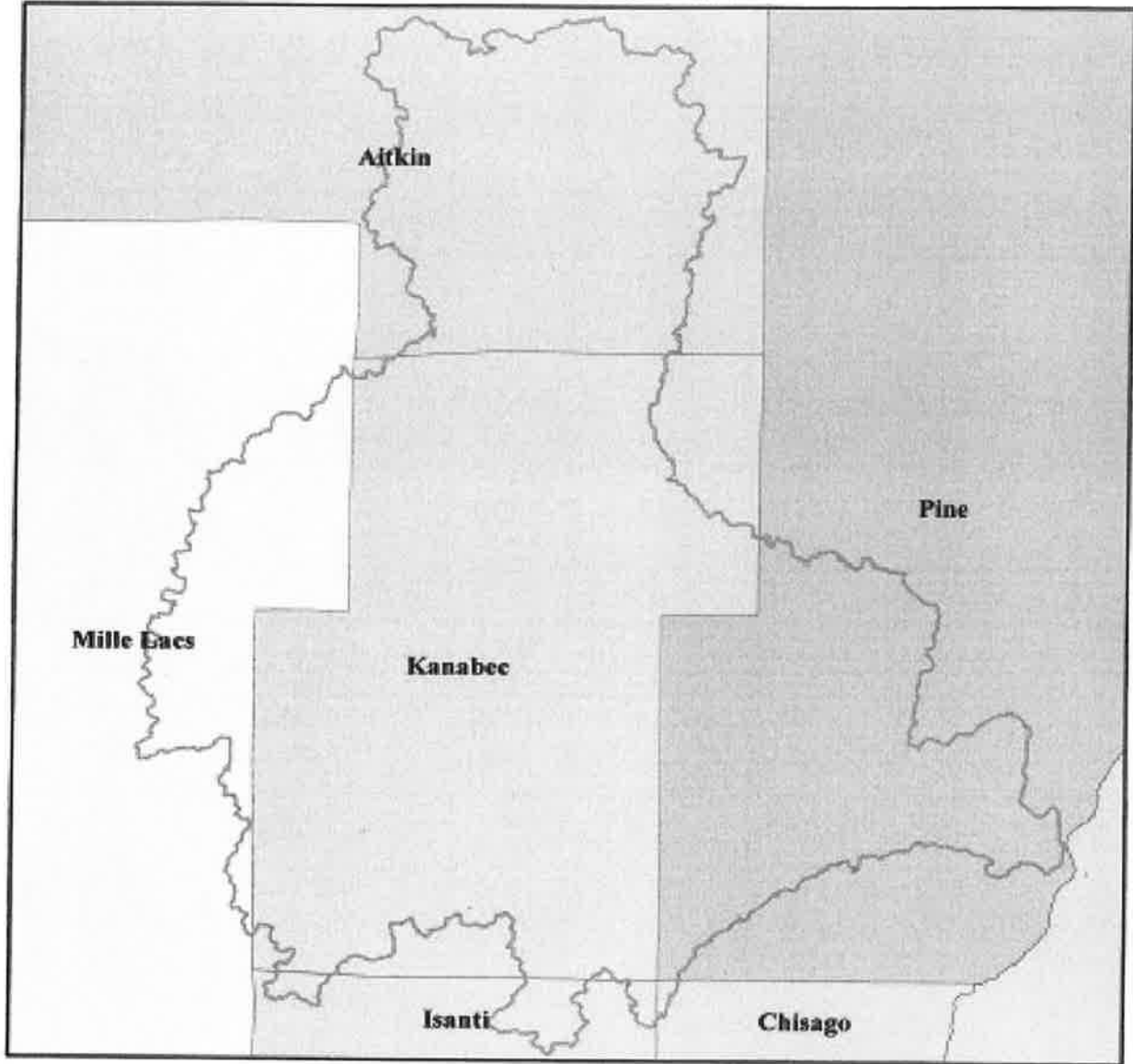
AITKIN COUNTY BOARD OF COMMISSIONERS

By _____ Date _____
Anne Marcotte
Chair, Aitkin County Board of Commissioners

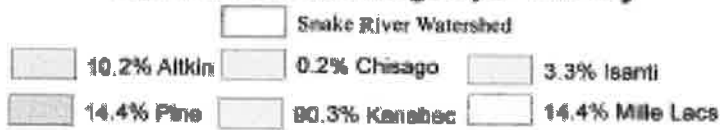
Attest
By _____
Jessica Seibert
Aitkin County Administrator

Attachment A

Snake River Watershed
One Watershed One Plan



Watershed Percentages per County



Maps are for graphical purposes only. They do not represent a legal survey. Date: 11/20/2018