



Board of County Commissioners Agenda Request

6A
Agenda Item #

Requested Meeting Date: February 12, 2019

Title of Item: Watershed discussion

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input 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: 20 minutes
Summary of Issue: 1. Rum River and Snake River Watersheds discussion 2. Approve/deny Rum River memorandum of agreement for "one watershed one plan"		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve memorandum of agreement regarding the Rum River watershed.		
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> There may be future costs for meeting attendance, although the proposed 1W1P budget may include mileage reimbursement. In addition, there should be funds available from the State to Aitkin County for water quality projects, such as education, and erosion/runoff management funds.		

Legally binding agreements must have County Attorney approval prior to submission.

MEMORANDUM OF AGREEMENT

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

The Counties of Isanti, Mille Lacs, Sherburne, Aitkin, Benton, Morrison, Crow Wing, and Kanabec by and through their respective County Board of Commissioners, and

The Isanti, Mille Lacs, Anoka, Sherburne, Aitkin, Benton, Morrison, Crow Wing and Kanabec Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District (SWCD) Board of Supervisors, and

The Lower Rum River Watershed Management Organization (LRRWMO) and Upper Rum River Watershed Management Organization (URRWMO), by and through their respective Board of Managers,

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 Rum 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*.

WHEREAS,

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 Rum 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 Rum 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 a date 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: Isanti SWCD, Isanti County, Mille Lacs SWCD, Mille Lacs County, Sherburne SWCD, Sherburne County, Aitkin SWCD, Aitkin 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 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.” 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 Sherburne 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: Sherburne 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 Sherburne SWCD).

8. **Grant Administration:** Sherburne 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 Rum River Watershed Partnership:

- a. Isanti SWCD: Project Coordinator
- b. Sherburne SWCD: Fiscal Agent, Administration
- c. Mille Lacs SWCD: Outreach Coordinator
- d. Notifications Coordinator: Isanti County Zoning
- e. Meeting Facilitator (non-technical) Mille Lacs County; Anoka SWCD
- f. Note Taker: Mille Lacs SWCD; Aitkin SWCD

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Sherburne SWCD
 Francine Larson or successor
 District Manager
 425 Jackson Ave NW
 Elk River, MN 55330
 Telephone: 763-220-3434

County of Aitkin

Anne Marcotte, Board Chair

Dated: _____

County of Aitkin

Jessica Seibert, County Administrator

Dated: _____

Approved as to form and execution:

Jim Ratz, Aitkin County Attorney

Dated: _____

Attachment A

Rum River 1W1P Boundaries

