



Board of County Commissioners Agenda Request

4A

Agenda Item #

Requested Meeting Date: December 14, 2021

Title of Item: Upper Mississippi 1 Watershed 1 Plan Memo of Agreement

<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-SWCD District Manager		Estimated Time Needed: 15 Minutes
Summary of Issue: <p>The Upper Mississippi Brainerd Memorandum of Agreement (MOA) is ready for signatures for the 1 Watershed 1 Plan (1W1 P). The County Board did discuss and support an earlier draft at the May 15, 2021 County Board meeting. This watershed includes almost half of Aitkin County starting near Palisade and going to the Crow Wing line. It also includes hundreds of lakes, miles of streams and rivers, and other water quality opportunities.</p> <p>This 1 Watershed 1 Plan MOA starts the implementation portion of the watershed management efforts that started with Watershed Restoration and Protection Strategies (WRAPS). It will complement our Local Water Plan and will provide funding for the County and SWCD to implement water quality projects. The Aitkin County SWCD was the lead for the successful Upper Mississippi WRAPS (Brainerd) planning.</p> <p>We are mindful that these efforts require County Board and staff time commitments. The Upper Mississippi portion will require policy and technical efforts. State funding coming to Aitkin County for implementation will be the result of participation in the watershed plan.</p> <p>In addition to signatures, you are requested to appoint 1 County Board representative to the Policy Committee plus 1 Alternate for the same committee.</p>		
Alternatives, Options, Effects on Others/Comments: Not participating is an option but would result in less revenue for water quality projects in the future.		
Recommended Action/Motion: The Aitkin County SWCD recommends actively participating in the policy committee and other watershed activities		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

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

By Commissioner: xx

20211214-xxx

Memorandum of Agreement

This Agreement is made and entered into by and between:

The Counties of Aitkin, Crow Wing, Todd, and Morrison by and through their respective County Board of Commissioners, and
The Aitkin, Crow Wing, Todd, and Morrison Soil and Water Conservation Districts, 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 Mississippi River-Brainerd 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 protect 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 systems 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 Mississippi River-Brainerd Watershed. 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 Mississippi River-Brainerd Watershed Collaboration.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties unless canceled 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 indicated its intent by adoption of a board resolution prior to a date that is six months from 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.

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 to 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 Todd County for continued retention.
- 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

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 a Technical Advisory Committee for development of the plan in consideration of the BSWR 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 service on the Policy Committee as needed in the absence of the designated members.

- iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of the Agreement to describe the functions and operations of the committee(s).
 - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory committee and to the Policy Committee.
 - v. The Technical 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 Technical 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 hearing. 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:** Aitkin 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 the Board of Water Soil Resources)
8. **Grant Administration:** Aitkin 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:

- a. Grant Administration/Fiscal Agent: Aitkin SWCD
- b. Policy and Advisory Committee Coordination: Crow Wing SWCD
- c. Outreach Coordinator: Morrison SWCD
- d. Public Notice Requirements: Crow Wing County

In the event of a vacancy of the above listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another party with the capacity to fulfil the grant agreement.

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

Aitkin County
 Andrew Carlstrom or Successor
 Environmental Services P&Z Director
 307 2nd St. NW, Room 219
 Aitkin, MN 56431
 Telephone: 218-927-7342

Aitkin SWCD
 Janet Smude or Successor
 District Technician
 307 2nd St. NW, Room 216
 Aitkin, MN 56431
 Telephone: 218-927-7284

Crow Wing County
 Jake Frie or Successor
 Land & Resource Management Supervisor
 322 Laurel St., Suite 15
 Brainerd, MN 564301
 Telephone: 218-824-1010

Crow Wing SWCD
 Melissa Barrick or Successor
 District Manager
 322 Laurel St., Suite 22
 Brainerd, MN 56401
 Telephone: 218-828-6197

Todd County
 Adam Ossefoort or Successor
 Division Director
 215 1st Ave. S Suite 103
 Long Prairie, MN
 Telephone: 320-732-4420

Todd SWCD
 Deja Anton or Successor
 District Manager
 215 1st Ave. S Suite 104
 Long Prairie, MN
 Telephone: 320-732-2644

Morrison County
 Amy Kowalzek or Successor
 Director of Land Services
 213 1st Ave. SE
 Little Falls, MN
 Telephone: 320-632-0170

Morrison SWCD
 Shannon Wettstein or Successor
 District Manager
 16776 Heron Road
 Little Falls, MN
 Telephone: 320-631-3551

Commissioner xx moved the 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 14th day of December 2021, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 14th day of December 2021

Jessica Seibert
County Administrator

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Telephone: 320-732-4420

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Director of Land Services
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Telephone: 320-632-0170

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Telephone: 218-927-7284

Crow Wing SWCD
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District Manager
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Brainerd, MN 56401
Telephone: 218-828-6197

Todd SWCD
Deja Anton or successor
District Manager
215 1st Ave. S Suite 104,
Long Prairie, MN
Telephone: 320-732-2644

Morrison SWCD
Shannon Wettstein or successor
District Manager
16776 Heron Road
Little Falls, MN
Telephone: 320-631-3551

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Morrison Soil and Water Conservation District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

Attachment A

Mississippi River Brainerd Watershed Planning Boundary Hydrologic Unit Code (07010104)

