



Board of County Commissioners Agenda Request

2W
Agenda Item #

Requested Meeting Date: December 2022 (as your schedule allows)

Title of Item: Mississippi River - Grand Rapids Unit One Watershed One Plan MOA

<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*
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Submitted by: Janet Smude	Department: Aitkin County SWCD
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Presenter (Name and Title): Janet Smude SWCD District Manager	Estimated Time Needed: 8 minutes
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Summary of Issue:

The Mississippi River - Grand Rapids Unit has received a One Watershed One Plan (1W1P), Planning Grant from the Minnesota Board of Water and Soil Resources. This watershed includes Big Sandy, Minnewawa, and Hill Lakes Aitkin County. It also includes several other lakes, streams and rivers, and other water quality protection / restoration opportunities.

This 1 Watershed 1 Plan MOA starts the planning portion of the watershed management effort 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.

We are mindful that these efforts require County Board and staff time commitments. The Mississippi River - Grand Rapids 1W1P will require policy and technical efforts. State funding coming to Aitkin County for implementation will be the result of participation in the watershed plan.

At this time, you are requested to sign the attached MOA stating that Aitkin County will work with partners to develop and adopt this watershed plan. The County Attorney has reviewed this document and found it to be appropriate as to form and content. In the future you will be asked to appoint 1 County Board representative to the Policy Committee plus 1 Alternate for the same committee.

Alternatives, Options, Effects on Others/Comments:

Not participating is an option, but would result in lost revenue for water quality projects in the future.

Recommended Action/Motion:

The Aitkin County SWCD recommends actively participating in the 1W1P Planning Process and other watershed activities.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ County Board and SWCD Board time serving on a Policy Committee

Is this budgeted? Yes No *Please Explain:*

Some County Commissioner, County staff, SWCD Board, and SWCD staff time will be required as the Plan is developed.

By Commissioner: xxx

20221213-xxx

Mississippi River - Grand Rapids Unit One Watershed One Plan MOA

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

The Counties of Aitkin, Carlton, Cass, Itasca and St. Louis by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis 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-Grand Rapids 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 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 Mississippi River-Grand Rapids 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-Grand Rapids 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 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.
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 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.
 - f. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Advisory Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin, Carlton, Cass, Itasca, and St. Louis County Boards of Commissioners and Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation District Supervisors.

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 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 90 days of the execution of the Memorandum of 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.
 - 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:** Itasca 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:** Itasca 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: Itasca SWCD
 - b. Policy and Advisory Committee Coordination: Itasca SWCD
 - c. Outreach Coordinator: Aitkin SWCD
 - d. Public Notice Requirements: Itasca 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. **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:

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
 Sam Seybold or successor
 District Technician
 307 2nd St. NW, Room 216
 Aitkin, MN 56431
 Telephone: 218-927-7284

Carlton County
 Karola Dalen or successor
 Resource and Recycling Coordinator
 301 Walnut Ave
 Carlton, MN 56401
 Telephone: 218-384-9178

Carlton SWCD
 Melanie Bomier or successor
 Water Resources Manager
 808 3rd St.
 Carlton, MN 55718
 Telephone: 218-384-3891

Cass County
 Jeff Woodford or successor
 Environmental Services Director
 303 Minnesota Ave. W.,
 Walker, MN 56484
 Telephone: 218-547-7428

Cass SWCD
 Kelly Condiff or successor
 District Manager
 303 Minnesota Ave. W.,
 Walker, MN 56484
 Telephone: 218-820-9165

Itasca County
Daniel Swenson or successor
Environmental Services Director
123 NE 4th St
Grand Rapids, MN 55744
Telephone: ***

Itasca SWCD
Matt Gutzmann or successor
Water Resources Specialist
1895 W. Hwy 2
Grand Rapids, MN 55744
Telephone: 218-999-4435

St. Louis County
*** or successor
***Title
*** Address
***, MN
Telephone: ***

N. St. Louis SWCD
Phil Norvitch or successor
Resource Conservationist
503 3rd St. N., Suite A
Virginia, MN 55792
Telephone: 218-288-6145

S. St. Louis SWCD
R.C. Boheim
District Manager
4215 Enterprise Circle
Duluth, MN 55811
Telephone: 218-723-4629

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

PARTNER: Aitkin County

APPROVED:

BY: _____
Board Chair Date

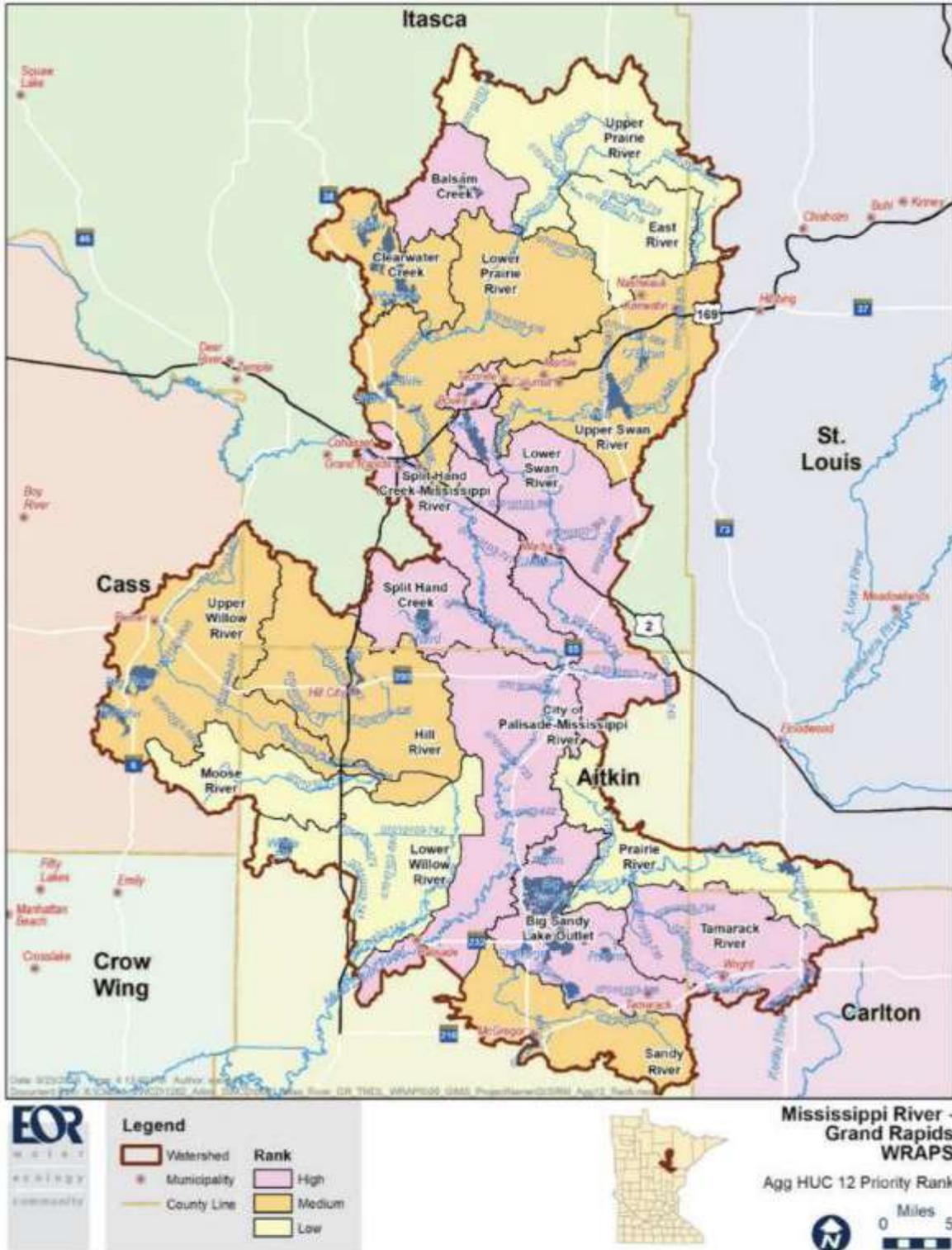
BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

Attachment A

Mississippi River- Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)



Attachment B

Scope of Services Provided by Individual Parties

Entity Itasca SWCD	Name Matt Gutzmann	Project/Notification Coordinator	Point person for all 1W1P activities, orchestrates the planning process, develops public notifications and works directly with the consultant.
		Participant	Attend Meetings, provide input, other duties as assigned
		Participant	Attend Meetings, provide input, other duties as assigned
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		Participant	Attend Meetings, provide input, other duties as assigned
Aitkin SWCD	Sam Seybold	Outreach Coordinator	Develops materials and strategies for public outreach, gathers information and assures all parties are represented well.
		Meeting Facilitator	Works directly with the Project Coordinator. Conducts an efficient, organized meeting, assures all voices are heard. Utilized for meetings before consultant is hired or where the consultant is determined not to be needed.
		Participant	Attend Meetings, provide input, other duties as assigned
		Participant	Attend Meetings, provide input, other duties as assigned
Itasca SWCD	Matt Gutzmann	Fiscal Agent/Data Collector	Develops a draft budget, maintains the grant account balance, makes payments, and collects in kind match information. Takes inventory of all existing data sources, works directly with consultant implementing data into the plan.
		Participant	Attend Meetings, provide input, other duties as assigned
Carlton SWCD	Melanie Bomier	Plan Writer	Writes the plan based on information received, develops maps, and conducts modeling, formatting and design of plan.
		Plan Facilitator	Works directly with the Project Coordinator. Conducts an efficient, organized meeting, assures all voices are heard.
Aitkin SWCD	Janet Smude	Note Taker	Take meetings notes and draft minutes for review. Utilized for meetings before consultant is hired or where the consultant is determined not to be needed.