



Board of County Commissioners Agenda Request

6A
Agenda Item #

Requested Meeting Date: February 25, 2025

Title of Item: Adoption of the Mississippi River Grand Rapids Watershed, Implementation MOA

<input checked="checked" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="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: Janet Smude, District Manager		Department: Aitkin Co Soil & Water Conservation District
Presenter (Name and Title): Janet Smude, District Manager		Estimated Time Needed: 10 minutes
Summary of Issue: The Upper Mississippi River Grand Rapids One Watershed One Plan Comprehensive Watershed Management Plan has been approved by the Minnesota Board of Water and Soil Resources. Partners in this watershed are moving ahead with implementation of the plan. A Implementation Grant Application has been developed requesting \$1,324,120, for a three year period. These funds will be used to protect and improve water quality by implementing steps that were outlined in the Watershed Plan. A Policy Committee made up of partners in the watershed will direct implementation efforts. Itasca County, Itasca SWCD, Cass County, Cass SWCD, Carlton County, Carlton SWCD, Aitkin County, and Aitkin SWCD are included, along with the Mille Lacs Band of Ojibwe. We are asking for approval of the attached MOA which outlines operating policies for the Policy Committee. The MOA has been reviewed and approved by Jim Ratz.		
Alternatives, Options, Effects on Others/Comments: The Board could choose to not support this MOA. Future funding from the Board of Water and Soil Resources may be jeopardized.		
Recommended Action/Motion: It is recommended that this MOA be approved.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="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 type="checkbox"/> No <i>Please Explain:</i>		

MEMORANDUM OF AGREEMENT

This agreement (Agreement or MOA) is made and entered by and among:

The Counties of Aitkin, Carlton, Cass, Itasca by and through their respective County Board of Commissioners; and
The Aitkin, Carlton, Cass, Itasca Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors; and
The Non-Removable Mille Lacs Band of Ojibwe, a federally recognized American Indian Tribal government, by and through its Department of Natural Resources,
Are collectively referred to as the “Parties” and individually each is a “Party.”

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 Non-Removable Mille Lacs Band of Ojibwe (“MLBO”) is a local governmental unit of the State of Minnesota pursuant to Minnesota Statute §471.59, subdivision 1. (a) & (b) and as that definition is incorporated into Minnesota Statute §103B; and the MLBO Department of Natural Resources has the authority to manage its natural resources pursuant to Mille Lacs Band Statute Title 11; and portions of the MLBO Reservation is situated within the Mississippi River-Grand Rapids Watershed area and there are contiguous MLBO lands affected by Watershed flow as depicted on Attachment A; and

WHEREAS, MLBO strives to work cooperatively and collaboratively with other governmental agencies with which it shares an interest in maintaining, managing and protecting natural resources and desires to join in this Agreement with the other Parties. For this purpose and within this Agreement MLBO is also identified or referred to as a “Party” or “Parties,” “County” or “SWCD”; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to assure implementation of a comprehensive watershed management plan in the Upper Mississippi – Grand Rapids Watershed to conserve soil and water resources through the 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 the coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapters 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, this Agreement and the developed Mississippi River-Grand Rapids Watershed Management Plan does not replace or supplant local land use, planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner; and

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Upper Mississippi - Grand Rapids Comprehensive Watershed Management Plan, which was developed 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 Upper Mississippi - Grand Rapids Watershed depicted on Attachment A. The purpose of this Agreement is to collectively implement, as local government units, the Upper Mississippi - Grand Rapids Comprehensive Watershed Management Plan per the provision of the Plan. Parties signing this agreement will be collectively referred to as the Upper Mississippi - Grand Rapids Watershed Collaboration. The "Upper Mississippi - Grand Rapids Comprehensive Watershed Management Plan Implementation Committee" and are partnering together in this Agreement as an exercise of joint powers under Minn. Stat. Section 471.59.
2. **Recitals:** All recitals set forth above are hereby incorporated into this Agreement.
3. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Participation Requirements for participation in Watershed Based Implementation Funding; and will remain in effect until cancelled according to the provisions of this Agreement, unless earlier terminated by law. This Agreement end date will run concurrent with the BWSR grant agreement end date of December 2034. Parties may revisit the grant agreement end date and make extensions to the term of the grant agreement if agreed upon by the Policy Committee (the structure, membership, and governing provisions of the Policy Committee are described in a later paragraph in this Agreement).
4. **Adding Additional Parties:** A qualifying Party within the Upper Mississippi - Grand Rapids Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution. The Resolution shall be delivered to the existing Policy Committee, and upon receipt by the Policy Committee, the qualifying Party shall become a member of the Policy Committee. The qualifying Party agrees to abide by the terms and conditions of this Agreement, including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
5. **Withdrawal of Parties:** A Party desiring to leave 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.
6. **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. All Parties to this Agreement will be given the option to opt out within 30 days after new federal, state or local laws, statutes, ordinances, rules, and regulations are adopted and become effective, which increase or decrease the responsibilities of the Parties pertaining to this Agreement.

- 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 the 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.

The Parties acknowledge that MLBO is not subject to the protections or provisions of Minnesota Statutes referenced within this subsection a. above but rather MLBO employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and 28 U.S.C. Section 1346) and indemnification provisions under MLBO statutes.

- 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 Itasca Soil and Water Conservation District 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. **Termination:** The Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statute §471.59, Subd. 5 after the purpose of the Agreement has been completed.
- f. **Extension:** The Parties may extend the termination date of this Agreement for the purposes of implementation of the plan beyond the BWSR grant planning phase identified in Section 2 as agreed upon unanimously by the Parties to this Agreement.
- g. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Technical 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 MLBO Department of Natural Resources Commissioner, and Aitkin, Carlton, Cass, Itasca Soil and Water Conservation District Supervisors.

7. **Administration:**

- a. **Establishment of a Policy Committee and Advisory Committee for Implementation of**

the Upper Mississippi - Grand Rapids Comprehensive Water Management Plan: The Parties hereto agree to designate one representative, who must be an elected or appointed member of their governing board, to a Policy Committee for implementation of the Upper Mississippi – Grand Rapids Comprehensive Water Management Plan. The Policy Committee will meet as needed to implement and decide on the content of the work plan.

i. Each representative shall have one vote and shall have the authority to act on behalf of their Board mentioned items, grant agreement(s) and amendment(s), interim report review and approval, payments under the grant, professional contracts, and voting on the recommended work plan.

ii. The Policy Committee member will serve as a liaison to their respective boards. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.

iii. An Advisory Committee will be established to provide technical support on the plan content and Implementation to the Policy Committee, including identification of priorities. The Advisory Committee will comprise the Steering Committee, local partners, governing units within the watershed, the state's main water agencies, and/or plan review agencies. The Advisory Committee will meet as needed.

iv. A Steering Committee will be established consisting of local staff, county staff, Tribal staff, and SWCD staff for the purposes of logistical and day-to-day decision-making in the implementation process. The Steering Committee will meet as needed.

8. **Fiscal Agent:** Itasca Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with implementing the BWSR grant agreement for carrying out the comprehensive watershed-based implementation plan and sign the grant agreement on behalf of the Parties listed within.
 - b. Perform financial transactions as part of the grant agreement and contract implementation.
 - c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
 - d. Responsible for fiscal records retention consistent with the agent's records retention schedule.
9. **Grant Administration:** Itasca 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 implementing the BWSR grant agreement for watershed-based implementation grant funds.
 - b. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.

- c. Be the Day-to-Day Contact for the Upper Mississippi - Grand Rapids Comprehensive Water Management Implementation Plan.
 - d. Responsible for the BWSR reporting requirements (eLink).
 - e. Assist the Chair of the Policy Committee with providing an agenda for upcoming meetings.
 - f. Notify all committees of upcoming meetings through email and/or phone calls.
 - g. May assign any of the foregoing services to another Party who shall perform the services it accepts.
10. **Note Taker:** Aitkin Soil and Water Conservation District agrees to provide the following services for this Agreement and agrees to:
- a. Provide a note-taker for all Policy, Advisory, and Steering Committee meetings. Prepare and distribute those notes to the appropriate committees.
 - b. In the event of a vacancy in the above-listed roles, the Party responsible for the role will determine if there is adequate capacity within the organization to fulfill the listed role. If the partner agency determines they no longer have capacity and would like to relinquish their duties, they must inform the Steering Committee immediately. The Steering Committee will then reassign the service to another Party with the capacity to fulfill the grant agreement.
11. **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.

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

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

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

Carlton County
Michael Krick or successor
Environmental Services Coordinator
301 Walnut Ave. #103
Carlton, MN 55718
Telephone: 218-384-9176

Carlton SWCD
Alyssa Bloss or successor
District 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
Telephone: 218-547-7399

Cass SWCD
Dana Gutzmann or successor
Conservation Manager
303 Minnesota Ave W.
Walker, MN
Telephone: 218-547-7246

Itasca County
Katie Benes or successor
Environmental Services Director
123 NE 4th St.
Grand Rapids, MN
Telephone: 218-327-2857

Itasca SWCD
Andy Arens or successor
District Manager
1895 W. US Hwy 2
Grand Rapids, MN
Telephone: 218-999-4435

Non-Removeable Mille Lacs Band of Ojibwe
Kelly Applegate or successor
Department of Natural Resources Commissioner
43408 Oodena Drive
Onamia, MN 56359
Telephone: 763-221-0320

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

PARTNER: Aitkin County

APPROVED:

BY: _____
ITS: Board Chair Date

BY: _____
ITS: Environmental Services Director Date

APPROVED AS TO FORM

BY: _____
ITS: County Attorney Date

