

**MEMORANDUM OF COOPERATIVE AGREEMENT FOR IMPLEMENTATION OF THE
RAINY HEADWATERS – VERMILION COMPREHENSIVE WATERSHED MANAGEMENT PLAN**

This MEMORANDUM OF AGREEMENT FOR IMPLEMENTATION OF THE RAINY HEADWATERS - VERMILION COMPREHENSIVE WATERSHED MANAGEMENT PLAN (the "agreement") is made and entered into between the County of Cook, by and through the County Board of Commissioners, the County of Lake, by and through the County Board of Commissioners, the County of St. Louis, by and through the County Board of Commissioners, the Cook County Soil and Water Conservation District, by and through the Soil and Water Conservation Board of Supervisors, the Lake County Soil and Water Conservation District, by and through the Soil and Water Conservation District Board of Supervisors, and the North St. Louis County Soil and Water Conservation District, by and through the Soil and Water Conservation District Board of Supervisors; collectively referred to as "the Parties", and each individual referred to as "Party".

WHEREAS the Counties which are Parties to 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) which are Parties to 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 provide by law; and

WHEREAS the parties to this Agreement have a common interest and statutory authority to prepare, adopt, amend as appropriate and/or needed, and assure implementation of a comprehensive watershed management plan for the Rainy Headwaters – Vermilion 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 damage 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 authorizes 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; and

WHEREAS pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Board of Waters and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved or adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan," a policy also known as "One Watershed, One Plan"; and

WHEREAS the Parties previously entered into a Memorandum of Agreement for the purpose of developing the comprehensive watershed management plan for the Rainy Headwaters – Vermilion Watershed, and the Parties have now formed this Agreement for the specific goal of implementing the Comprehensive Watershed Management Plan for the Rainy Headwaters – Vermilion Watershed (the Plan).

NOW, THEREFORE, the parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the Rainy Headwaters – Vermilion Watershed and to share service to perform and manage those resources more effectively. The parties signing this agreement will be collectively referred to as the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership (the Partnership).

The parties working together for the purpose of creating the Rainy Headwaters - Vermilion Comprehensive Watershed Management Plan, under the 2021-2022 Memorandum of Agreement of the parties, now establish through this Agreement, the process for the continued planning and the implementation of the Plan as they continue to recognize the importance of planning and implementing protection and restoration efforts for the Rainy Headwaters – Vermilion Watershed on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minnesota Statutes §471.59.

This Agreement does not establish a joint powers entity but sets the terms and provisions by which the parties *“may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.”* Minnesota Statutes § 471.59 subd. 1(a). This Agreement does not include a financial obligation, but rather an ability to share resources when desired.

2. **Term:** This Agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan, notwithstanding the dates of the signatures of the parties; the term of this Agreement shall be from March 1, 2024, until terminated.
3. **Adding Additional Parties:** A qualifying party is one with 1) resource management responsibilities within the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan boundary that is identified as an optional participant in the most recent 1W1P Plan Content Requirements approved by the BWSR, 2) has responsibility for water planning and resources management according to Minnesota Statutes Chapters 103B, 103C, and 103D or 3) is a federally recognized Indian tribe with both inherent authority and delegated federal authority to carry out environmental programs and land use controls, and with statutory authority, pursuant to Minnesota Statutes Section 471.59, to enter into joint powers agreements with other governmental units.

A qualifying party desiring to join the established partnership for implementation and/or future planning shall indicate its intent by notifying the Partnership of their intent, adopting a governing board resolution, and signing on to the Agreement. The qualifying party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws and policies and procedures adopted by the Policy Committee unless superseded by existing federal or state laws.

4. **Procedure for Parties to Leave Membership of the Agreement:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Partnership in the form of an official board resolution. Notice must be made 90 days in advance of leaving Partnership. A party that leaves the membership of the Agreement remains obligated to complying with the

terms of any grants and agreements the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership has at the time of the party's notice to leave membership and is obligated until the grant has ended.

5. General Provisions:

- a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect of 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 the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes 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" and 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 the other party pursuant to Minnesota Statutes Section 471.59, Subd. 1a. (a).

If a party is found responsible for any liability associated with the actions of the Rainy Headwaters - Vermilion Comprehensive Watershed Management Plan Partnership, said party agrees to indemnify and hold harmless any of the other non-labile parties of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership for any defense costs and expenses associate with any such claim.

Pursuant to Minn. Stat. § 471.59, subd. 1a. (b) the parties explicitly memorialize the intent of the group to have a single tort cap apply to the group's activities. Minn. Stat. § 471.59, subd. 1a. (b) provides that in determining total liability for damages, the participating governmental units are considered a single governmental unit and the total liability for the participating governmental units shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. section 3.736 or Minn. Stat. section 466.04, subdivision 1.

- c. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. **Data Practices and Records Retention:** the parties agree that each respective party will be responsible for complying with Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and the Official Records Act (Minnesota Statutes § 15.17) for the data collected, created, received, maintained, disseminated, or stored by each respective party pursuant to the terms if this agreement.
- e. **Termination:** The parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreements 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 Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.

6. **Structure:** To carry out the coordinated planning, development, and implementation of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan, the parties agree to continue the structure established under The Rainy Headwaters – Vermilion Watershed Planning Memorandum of Agreement, which includes the Policy Committee, Advisory Committee and the Steering Team.
 - a. **The Policy Committee.** The parties agree that the Policy Committee established under the Memorandum of Agreement for the purpose of developing the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan shall continue to operate cooperatively and collaboratively, but not as a separate entity, for the purpose of continued planning of, review of, advising on, and coordinating of the implementation of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan. Membership on the Policy Committee shall remain as each party’s designated representative. The individual who serves as their respective party’s designated representative must be an elected or appointed member of that party’s governing board. The governing boards may choose alternates to serve on the Policy Committee from their boards as needed. The Policy Committee intends to meet quarterly, or as needed.
 - i. **Authority of Policy Committee Members:** Each representative shall have one vote. The Policy Committee makes recommendations to the fiscal agent and to their individual boards of the Partnership with respect to grant agreements and amendments, work plan, budgets, and activities. The Policy Committee will follow the bylaws adopted by the Policy Committee and will have the power to modify the bylaws. The Policy Committee can approve budget changes up to 25% of the total budget without formal action for their individual boards. Budget changes below that threshold are at the discretion of the individual parties, if changes conform with any agreement with the Fiscal Agent and BWSR policies.
 - ii. **Individual Members Duties:** Each Policy Committee member will serve as a liaison to their respective governing boards and keep their governing boards regularly informed on the work of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan and shall act only as directed by their respective boards.
 - b. **The Advisory Committee.** The parties agree that the Advisory Committee shall continue to provide technical support on the plan implementation to the Policy Committee. The Advisory Committee will meet annually.
 - c. **The Steering Team.** The Steering Team shall consist of local staff (water planners, SWCDs, County staff) for the purposes of logistical and day-to-day decision-making in the implementation process. The Steering Team will meet at least quarterly or as needed.
7. **Fiscal Agent:** The North St. Louis Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement. In the event the North St Louis Soil and Water Conservation District is unable or unwilling to fulfill its obligations as Fiscal Agent, the Policy Committee will choose another member of the Partnership to complete the role. The Fiscal Agent agrees to:
 - a. Accept all responsibilities associated with BWSR grant agreements for the implementation of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan.

- b. Pursuant to Minnesota Statutes § 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
 - c. Provide the Steering Team and Policy Committee with financial reports including such records as necessary to describe the financial condition of the grant agreements.
 - d. Handle day-to-day administrative responsibilities associated with the ongoing planning and implementation of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan, including coordination of committee meetings.
 - e. Maintain information on a Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan website.
 - f. Perform duties to keep the Policy Committee, the Advisory Committee, and the Steering Team informed.
 - g. Ensure agreements are in place with any entity performing work of any kind in the implementation of the plan to avoid liability from the acts or omissions of other parties.
 - h. Reimburse entities within 35 days after submittal/approval of detailed invoices, time tracking, expenses, and supporting documentation.
8. **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.

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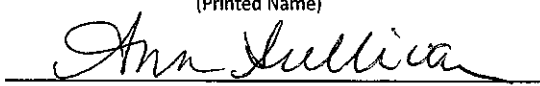
9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement to join the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership:

Commissioner Ann Sullivan or her successor
 Cook County
 411 West 2nd Street, Grand Marais, MN 55604
 Ann.sullivan@co.cook.mn.us
 612-834-8972

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers.

PARTY NAME: COOK COUNTY

APPROVED VIA BOARD RESOLUTION #: 2024-18

BY: Ann Sullivan
 (Printed Name)

 (Signature)

TITLE: Board Chair

Date: 3/7/24

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement to join the Rainy River Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership:

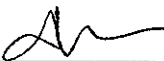
Ilena Hansel, District Manager or successor
Cook County SWCD
411 West 2nd Street
Grand Marais, MN 55604
Ilena.hansel@co.cook.mn.us
218-387-3648

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers.

PARTY NAME: COOK COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED VIA BOARD RESOLUTION #: 2024-02-01

BY: Ilena Hansel
(Printed Name)


(Signature)

TITLE: District Manager

Date: 1 February 2024

- b. Pursuant to Minnesota Statutes § 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
 - c. Provide the Steering Team and Policy Committee with financial reports including such records as necessary to describe the financial condition of the grant agreements.
 - d. Handle day-to-day administrative responsibilities associated with the ongoing planning and implementation of the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan, including coordination of committee meetings.
 - e. Maintain information on a Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan website.
 - f. Perform duties to keep the Policy Committee, the Advisory Committee, and the Steering Team informed.
 - g. Ensure agreements are in place with any entity performing work of any kind in the implementation of the plan to avoid liability from the acts or omissions of other parties.
 - h. Reimburse entities within 35 days after submittal/approval of detailed invoices, time tracking, expenses, and supporting documentation.
8. **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.

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9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement to join the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership:

Christine M. McCarthy, Lake County Environmental Services Director
 601 Third Avenue
 Two Harbors, MN 55616
christinem.mccarthy@co.lake.mn.us
 218-834-8322

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers.

PARTY NAME: COUNTY OF LAKE, BY AND THROUGH THE COUNTY BOARD OF COMMISSIONERS

APPROVED VIA BOARD RESOLUTION #: 240213 02-12

BY: Jeremy M. Hurd
 (Printed Name)


 (Signature)

TITLE: Acting Chair

Date: February 13, 2024

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement to join the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership:

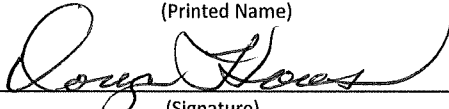
Tara Solem, District Manager
Lake County Soil and Water Conservation District
408 1st Ave, Two Harbors Mn 55616
Tara.solem@co.lake.mn.us
218-834-8370

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers.

PARTY NAME: LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED VIA BOARD RESOLUTION #: 2024-1

BY: _____ Doug Haus _____
(Printed Name)



(Signature)

TITLE: ___ Lake SWCD Board Chair _____

Date: _____ February 12, 2024 _____

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement to join the Rainy River Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership:

Ryan Logan, Planning and Zoning Director
St. Louis County, Minnesota
201 S 3rd Ave. W
Virginia, MN 55792
LoganR@stlouiscountymn.gov
218-725-5014

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers.

PARTY NAME: ST. LOUIS COUNTY, MINNESOTA

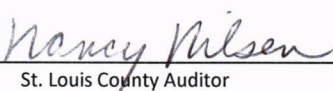
APPROVED VIA BOARD RESOLUTION #: 24-111

BY:  2/22/2024
Planning and Zoning Director Date

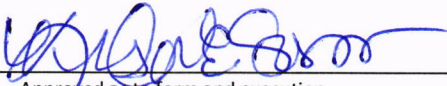
Ryan Logan
(Printed Name)

BY:  3/8/2024
St. Louis County Board Chair Date

Keith Nelson
(Printed Name)

BY:  3/12/24
St. Louis County Auditor Date

Nancy Nilsen
(Printed Name)

BY:  3/13/2024
Approved as to form and execution Date
St. Louis County Attorney

KRISTEN E. SWANSON
(Printed Name)

2024-0186

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement to join the Rainy Headwaters – Vermilion Comprehensive Watershed Management Plan Partnership:

Anita Provinzino, District Administrator or designee
North St. Louis SWCD
505 3rd St N, Ste A
Virginia MN 55792
Anita@nslswcd.org
218-288-6144

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers.

PARTY NAME: NORTH ST LOUIS SOIL & WATER CONSERVATION DISTRICT

APPROVED VIA BOARD RESOLUTION #: 2024-04

BY: Margaret Pearson
Margaret Pearson

Margaret Pearson
(Signature)

TITLE: Board Chair

Date: 2/14/2024