



MEMORANDUM OF UNDERSTANDING
to establish a
REGIONAL STORMWATER PROTECTION TEAM

A. INTRODUCTION

This Memorandum of Understanding (MOU) formalizes coordination of the Regional Stormwater Protection Team (RSPT), an information networking task force of agencies and jurisdictions including, but not limited to the signatory entities listed, established in April, 2004.

The RSPT mission is to protect and enhance the region's shared water resources through stormwater pollution prevention by providing coordinated educational programs and technical assistance. Team members are committed to preventing and resolving issues of mutual concern for environmental protection on a regional watershed scale. This commitment is reinforced by policies internal to each agency. To sustain long-term commitment, the signatories agree to establish and implement the Interagency Stormwater Pollution Prevention Initiative described herein.

The goals of this initiative are to foster stormwater pollution prevention as the preferred environmental protection strategy within local and state agencies and to support and promote similar efforts within the private sector. Benefits of working together include offering a focal point for stormwater pollution prevention, reducing expenses by sharing knowledge and resources, minimizing duplication of effort and increasing grant application success, all of which will help significantly enhance the protection of Lake Superior, the St Louis River and Estuary and their tributaries.

In the spirit of these objectives, the agencies and entities represented by the signatories on this document agree to maintain a cooperative working relationship to promote stormwater pollution prevention.

This MOU does not create enforceable legal obligations, but rather is an expression of intent by the signatories to work together as partners to reduce stormwater pollution.

Nothing in this agreement is intended, nor shall it act in any way to alter, impede, or interfere with the authorities and procedures of the member agencies and entities involved in carrying out their regulatory and law enforcement responsibilities or their individual missions.

B. PURPOSE

Through this document, the members of the Regional Stormwater Protection Team establish a common agenda to work together on pollution prevention objectives and specific goals in a



cost effective and consistent manner. Successful implementation of this collaboration effort will help to:

- Incorporate stormwater pollution prevention measures into local jurisdiction and agency programs and planning.
- Avoid a piecemeal approach to stormwater pollution prevention and program development
- Share resources for stormwater pollution prevention projects.
- Provide consistent and regionally appropriate environmental messages.
- Improve communication and interrelationships between agencies and local jurisdictions.
- Support existing RSPT member agency and entity missions and partnership agreements.
- Reduce stormwater peak flows and pollutant loads within the Western Lake Superior Watershed.
- Work to enhance citizen knowledge about stormwater pollution prevention.

C. AREAS OF AGREEMENT:

The signatories agree to promote stormwater pollution prevention and pursue issues of mutual concern. In particular, the parties will strive to:

1. Seek opportunities to collaborate on stormwater pollution prevention projects of mutual interest, to demonstrate pollution prevention technologies and techniques.
 - a) Stage periodic environmental show and tell events.
 - b) Develop educational materials and co-sponsor workshops focused toward specific audiences.
 - c) Maintain an information clearinghouse.
 - d) Identify areas where policies conflict and may need to be revised to achieve goals.
 - e) Develop collaborative grant proposals.
2. Share information on stormwater pollution prevention technologies and techniques through periodic meetings and joint training programs.
 - a) Share strategies and progress in implementation.
 - b) Provide relevant technology updates.
 - c) Participate in environmental roundtable discussions.
 - d) Share innovative ideas.
3. Demonstrate watershed-wide environmental leadership in stormwater pollution prevention.
 - a) Promote stormwater pollution prevention through press releases and other interpretive programs conducted by participating agencies.
 - b) Enhance watershed-wide efforts to increase communications and education about the importance of stormwater pollution prevention.
4. Seek opportunities to eliminate or reduce stormwater pollution and encourage use of efficient pollution prevention technologies and techniques.



- a) Identify root causes of stormwater pollution and take steps to reduce or eliminate wastes through stormwater pollution prevention techniques.
 - b) Identify and overcome barriers to adoption of stormwater pollution prevention practices.
 - c) Educate the general citizenry about stormwater pollution prevention through formal and informal education.
5. Cooperate in evaluating stormwater pollution prevention generally.
- a) Evaluate needs and goals of participating agencies.
 - b) Determine what information is required to meet goals and needs.
 - c) Measure progress in reducing stormwater pollution.
6. Collaborate to seek funding to develop and demonstrate environmentally benign and beneficial alternatives to current non-sustainable practices.

D. ORGANIZATION STRUCTURE (see Attachment A)

Each participant shall designate at least one contact to monitor pollution prevention coordination activities within their jurisdiction. These individuals shall provide input to the RSPT on the initiative. The RSPT will oversee the development and implementation of the interagency initiative to facilitate communication and coordination on stormwater pollution prevention.

Members include MS4 (dues paying and voting) and non-MS4 (non-dues paying and non-voting) members.

The RSPT meets regularly. All ideas are encouraged and welcome. Appropriate projects, workgroup formations, and courses of action are determined by a consensus of the members.

E. CHANGES TO THE AGREEMENT:

Amendments or additional appendices may be developed and implemented by mutual written agreement of the signatories at any time without renegotiating the entire MOU. A party may also terminate its participation in this agreement after providing 30 days written notice to the other parties.

F. EFFECTIVE DATE OF AGREEMENT:

This agreement is effective on the date of the signature of the entity and will remain in effect for all parties unless and until they choose to formally terminate.

G. SIGNATORIES



Attachment A

BY-LAWS

Regional Stormwater Protection Team Operational Structure

The Regional Stormwater Protection Team shall work in the following areas:

- I. Data collection and analysis
 - A. Develop and maintain regional audiences' mailing lists and list of groups, organizations and trade associations.
 - B. Develop and maintain a measurement system that analysis and assays outreach and communication efforts.
- II. Outreach
 - A. Develop a joint stormwater pollution prevention message and share it with companies, organizations, associations and the general citizenry.
 - B. Develop and maintain educational materials to achieve awareness and compliance on a cooperative basis from citizens and businesses.
- III. Communication
 - A. Meet monthly to discuss stormwater pollution prevention issues facing the region.
 - B. Communicate status of local, regional, state or national activities.
 - C. Communicate on the status of specific regulatory decisions to the extent such decisions affect development of a regional stormwater pollution prevention management system.
 - D. Develop technical assistance roundtable discussion groups.
 - E. Share information about current and planned written materials.
 - F. Develop additional relationships with related groups and organizations.
- IV. Organization
 - A. Chairperson: This position will serve no less than 12 months and is responsible for organizing and leading meetings.
 - B. Vice Chair: This position will serve no less than 12 months and will prepare to serve as chair for the following 12 months.
 - C. Fiscal Agents: Fiscal Agents identified in each successful grant application will prepare and present periodic fiscal statements to the Team.
 - D. Treasurer: This position will serve no less than 12 months. The treasurer shall track and keep all finances related to the RSPT budget and update the group at regular meetings.
 - D. Secretary: This position will serve for no less than 12 months and is responsible for keeping and distributing meeting minutes to the Chair / Co-Chairs for distribution.