

THIS GOOD-FAITH MEMORANDUM OF UNDERSTANDING (MOU)

made the 17th day of August 2006 between the Great Lakes—St. Lawrence River Water Resources Regional Body (“Regional Body) and the Council of Great Lakes Governors, Inc. (“Council”), a non-profit corporation incorporated under the laws of the State of Illinois. The parties to this MOU, agree as follows:

A. PURPOSE OF MEMORANDUM OF UNDERSTANDING

The Council shall serve as the Secretariat to the Regional Body, pursuant to Article 401 paragraph 2 of the Great Lakes—St. Lawrence River Sustainable Water Resources Agreement (“Agreement”).

This MOU is not a legally binding contract but rather an understanding and as such shall have no force in law and is not enforceable by any court for any reason.

B. MEMORANDUM OF UNDERSTANDING

The Council shall serve as the Secretariat to the Regional Body. The Council shall at all times be an independent contractor hereunder rather than an employee of the Regional Body or its Members, and no act, action or omission to act by either party shall in any way bind or obligate the one to the other.

It is further understood that neither the Council, nor its agents or employees, are employees of the Regional Body or the Great Lakes States of Illinois, Indiana, Michigan, Minnesota, New York, Ohio, or Wisconsin, nor of the Commonwealth of Pennsylvania, nor of the Provinces of Ontario and Québec within the meaning or application of any Federal or State unemployment insurance, old age benefits law or social security law, or any worker’s compensation or industrial law or otherwise, and the Regional Body members and their respective governments shall not be held liable for any direct damages, incidental, indirect special or consequential damages, costs or other liabilities incurred by the Council, howsoever caused.

B.1 TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from July 1, 2006 and continue thereafter unless terminated as provided for in this MOU.

B.2 COMPENSATION

The Regional Body shall annually adopt a budget pursuant to Article 401 paragraph 6, including any fees to be paid to the Council for providing Secretariat services. The Council shall serve as fiscal agent for the Regional Body.

Any additional payments to the Council must have prior authorization from the Regional Body before any reimbursable expenses are incurred. If approved and funding is available, reimbursement to the Council will be made upon submission of an expense report accompanied with proper support documentation.

B.3 COUNCIL'S OBLIGATIONS

B.3.1 SECRETARIAT ROLE

The Council shall:

- Serve as a Secretariat to the Regional Body as the Regional Body fulfills its obligations under the Agreement.
- Serve as a fiscal agent for the Regional Body.
- Develop a draft budget for both ongoing operation and maintenance of Regional Body activities as well as project-specific activities.
- Enter into contracts on behalf of the Regional Body at its direction and with its consent.
- Maintain a complete public record of documents provided to the Regional Body or generated by it, including but not limited to:
 - Minutes of the Regional Body's public meetings;
 - Proposals about which it is notified;
 - Applications, Technical Reviews and comments provided by the public;
 - Comments or objections made in respect of a Proposal by members of the Regional Body;
 - Declarations of Finding;
 - Materials in respect of dispute resolution;
 - Water management program reports;
 - Cumulative Impact Assessments;
 - The science strategy developed under Article 302;
 - Reports on Water conservation and efficiency programs;
 - Resolutions; and,
 - Amendments to the Agreement agreed to by the Parties.
- Coordinate public participation and Regional Reviews of water use proposals subject to Regional Review.
- Identify the tasks and timelines and develop an organizational plan to complete the goals presented in the Agreement.
- Participate in strategic planning for implementing the terms of the Agreement.
- Serve as a resource on specific policy issues and identify gaps in the policy development process to ensure the comprehensive and systematic consideration of all relevant issues.
- Procure and coordinate activities with additional/outside resources as requested by the Regional Body.
- Assist the Regional Body with developing and achieving goals for meetings, and coordinate activities with stakeholders and technical experts.
- Prepare written and oral progress reports for the Regional Body as appropriate.
- Perform any and all other activities in support of the Regional Body as the Regional Body deems necessary and at its direction.

As needed, the Council will identify and recommend additional contractors or subcontractors, manage their performance and provide recommendations to the Regional Body for the terms and conditions of any agreement. The Chair of the Regional Body must approve in writing all such recommendations prior to the execution of any such agreement(s).

B.3.2 INFORMATION. During the term of this MOU, the Council shall maintain an in-depth knowledge of the Member States' and Provinces' water management practices, regulations and related statutes. The Regional Body and Member States and Provinces shall provide related information and materials to the Council on a continuing basis.

B.3.3 INFORMATION TO BE USED STRICTLY FOR SECRETARIAT PURPOSES. Except for those materials that are publicly available pursuant to the Agreement, information made available to, obtained by, or developed by the Council and its contractors, if any, in the course of duties described in this MOU shall not be made available or used for any purpose other than to carry out the Council's responsibilities as the Regional Body Secretariat.

B.3.4 ANNUAL REPORTS. No later than October 1, 2007 and each October 1 thereafter, the Council shall prepare and deliver to the Regional Body an annual status report for the preceding fiscal year (July 1-June 30), prepared in English and in a form acceptable to the Regional Body, and summarizing all work on behalf of the Regional Body, as well as a report of income and expenses for Regional Body activities. The Council will work with members of the Regional Body to prepare a multi-year work plan in order to provide an estimation of costs to be incurred in upcoming years.

B.4 TERMINATION

This MOU may be terminated with or without cause by either the Regional Body or the Council by sending the other party written notice with a minimum of (30) days notice.

B.5 NOTICE TO PARTIES

Notices to the Council shall be sent to:

Mr. David Naftzger, Executive Director
Council of Great Lakes Governors
35 East Wacker Drive, Suite 1850
Chicago, Illinois 60601 U.S.A.

Notices to the Regional Body shall be sent to designees of the Regional Body members.

B.6 ACCESS TO RECORDS

The Council shall maintain all books, documents, papers and accounting records and shall make such materials available at its respective office at all reasonable times during the MOU period and for three (3) years from the date this MOU is terminated, for inspection by the Regional Body members and designees, Member States, Associate Member Provinces, and copies thereof shall be furnished if requested. Upon termination of the working relationship between the Regional Body and the Council, the Council shall turn over a complete copy of all such records, documents and materials to the Regional Body.

B.7. CONFIDENTIALITY OF REGIONAL BODY INFORMATION

The Council understands and agrees that data, materials, and information disclosed to the Council may be confidential and protected. Therefore, the Regional Body and the Council agree that the parties to this MOU may take steps, including but not limited to deletion and redaction, deemed necessary to protect any confidential, proprietary or commercially sensitive information when distributing information. Any such information shall be summarized or paraphrased in a manner sufficient for the Regional Body to exercise its authorities contained in the Agreement.

BY: _____
David Naftzger, Executive Director, Council

Date

Sam Speck, Regional Body Designee of
Ohio Governor Bob Taft
On behalf of the Regional Body as Chair

Date