

**Saskatchewan - Manitoba Memorandum
of Understanding Respecting
Water Management**

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Between

THE GOVERNMENT OF SASKATCHEWAN,
represented herein by the Minister Responsible for the Saskatchewan Water Security Agency,

("Saskatchewan")

AND

THE GOVERNMENT OF MANITOBA,
represented herein by the Minister of Conservation and Water Stewardship,

("Manitoba")

Saskatchewan and Manitoba are collectively called "the Parties".

WHEREAS the Parties share the vision of sustainable water management for present and future generations;

AND WHEREAS the Parties recognize the importance of water management to the ecological, social and economic well-being of residents of Saskatchewan and Manitoba;

AND WHEREAS the Parties are concerned about the impacts of flooding, drought and degraded water quality on society, the environment and the economies of Saskatchewan and Manitoba;

AND WHEREAS the Parties recognize that excessive nutrients may contribute to increasing frequency and severity of algal blooms in water bodies and waterways in both jurisdictions;

AND WHEREAS the Parties each have responsibilities relating to water and share mutual interests in cooperating to protect the water quality and ecological health of shared watersheds;

AND WHEREAS the Parties recognize existing mechanisms for transboundary water cooperation such as through the Prairie Provinces Water Board;

AND WHEREAS the Parties recognize the need to coordinate their respective efforts to improve water management across shared watersheds for mitigation of flooding and drought and for improving water quality and protecting aquatic ecosystem health;

AND WHEREAS the Parties recognize that natural variations in the hydrological cycle include flood and drought and that human ability to manage these events is limited while also recognizing that anthropological action may impact flows;

AND WHEREAS *The Water Security Agency Act* (Saskatchewan) sets out a mandate dealing with flood and drought management and identifies responsibilities related to interjurisdictional water management;

AND WHEREAS, *The Water Protection Act* (Manitoba) recognizes the importance of inter-jurisdictional agreements protecting water, and the shared right and responsibility of all jurisdictions in the Hudson Bay Drainage Basin to protect water resources within the basin;

AND WHEREAS the Parties wish to set out their intentions to work in a cooperative way to address their shared interest in the above matters through the shared goals and objectives identified in this MOU;

AND WHEREAS, the Lieutenant-Governor in Council has, by Order-in-Council No. xx dated xx 2015, authorized the Minister of Conservation and Water Stewardship to enter into this Memorandum of Understanding for Manitoba.

NOW THEREFORE, THE PARTIES COMMIT TO THE FOLLOWING:

SECTION 1 – DEFINITIONS

In this Memorandum of Understanding (MOU):

- a) "aquatic ecosystem" means the community of flora and fauna functioning and interacting together within their aquatic habitats and habitats immediately adjacent to and associated with surface waters.
- b) "Ministers" means the Minister Responsible for the Saskatchewan Water Security Agency and the Minister of Conservation and Water Stewardship for Manitoba.
- c) "Senior Representatives" means for Saskatchewan, the President of Water Security Agency, and for Manitoba, the Deputy Minister for Manitoba Conservation and Water Stewardship.
- d) "transboundary watershed" means a watershed with boundaries in both Saskatchewan and Manitoba including the Assiniboine, Qu'Appelle, Souris, Carrot, Red Deer, Churchill and Saskatchewan watersheds and their various subwatersheds.
- e) "Watershed groups" includes Conservation Area Authorities (Saskatchewan), Conservation Districts (Manitoba), Watershed Associations (Saskatchewan) and Watershed Stewardship Groups (Saskatchewan).

SECTION 2 – PURPOSE

The purpose of this MOU is to facilitate a cooperative and coordinated approach between the Parties in their efforts to mitigate flooding and drought and to protect and improve water quality and aquatic ecosystem health to achieve healthy, prosperous and sustainable transboundary watersheds for present and future generations.

SECTION 3 – PRINCIPLES

The following principles will direct and guide the actions of the Parties under this MOU:

- a) *Openness and Transparency.* The Parties agree to the sharing of information with each other, stakeholders and interested parties.
- b) *Cooperation and Collaboration.* The Parties agree to work together to identify priorities to improve water management in transboundary watersheds. Also, the Parties intend to coordinate the activities of their respective agencies to maximize synergies and avoid duplication where it may be of beneficial use. Finally, the Parties agree to encourage watershed groups to engage in transboundary watershed planning wherever appropriate.
- c) *Use of Existing Bodies.* The Parties agree to make best use of existing formal government to government bodies such as the Prairie Provinces Water Board and International Souris River Board as mechanisms for collaboration.
- d) *Maximizing the Benefits of Existing Resources or Mechanisms.* The Parties may rely upon other existing government to government agreements, arrangements and decision-making mechanisms to support this MOU.
- e) *Accountability for Activities.* The Parties are committed to undertaking individual and collaborative efforts in keeping with the principles set out in the MOU. The Parties understand that although this MOU does not commit the transfer of resources between them in the carrying out of projects and initiatives related to this MOU, the Parties may agree to jointly fund projects.

SECTION 4 - GEOGRAPHICAL SCOPE OF MEMORANDUM OF UNDERSTANDING

The geographic scope of the MOU is transboundary watersheds in Saskatchewan and Manitoba.

SECTION 5 – FLOOD FORECASTING

- a) The Parties agree to identify opportunities to work collaboratively to develop and advance knowledge, tools and forecasting methodologies for transboundary watersheds, including working through the PPWB Flow Forecasting Committee.
- b) The Parties agree to share transboundary hydrologic and climatic data and its related applications necessary for flood forecasting.
- c) The Parties agree that when a common flood problem is identified they will work together to examine causes and mitigation options.

- d) The Parties agree to develop and improve communication protocols during flood events.

SECTION 6 – DRAINAGE

- a) The Parties agree to work collaboratively to identify and address water management issues that arise in transboundary watersheds particularly as they relate to drainage.
- b) The Parties agree to share research and other information including monitoring data regarding the impacts of drainage on flooding, water quality and aquatic ecosystem health.
- c) The Parties agree to share information on regulatory approaches to drainage and water retention.

SECTION 7 – DROUGHT

- a) The Parties agree to identify opportunities to cooperate on drought management including sharing information on the development of indicators of drought, methods for assessing preparedness, and mitigation strategies.
- b) The Parties agree to share transboundary hydrologic and climatic data and its related applications necessary for drought forecasting.
- c) The Parties agree to develop and improve communication protocols during drought events.

SECTION 8 - WATERSHED MANAGEMENT PLANNING

- a) The Parties agree to identify opportunities to cooperate to support watershed planning processes in both Saskatchewan and Manitoba by sharing relevant information and updates on plan development and implementation.
- b) The Parties agree to engage groups in cross border transboundary watershed planning where appropriate.

SECTION 9 – WATER QUALITY AND AQUATIC ECOSYSTEM HEALTH

- a) The Parties agree to the shared goal of improving water quality by reducing nutrients in rivers and lakes and to work cooperatively to meet this shared goal.
- b) The Parties agree to work collaboratively to implement the Prairie Provinces Water Board water quality objectives.
- c) The Parties agree to share information on work undertaken to reduce nutrient loading.

SECTION 10 – AQUATIC INVASIVE SPECIES

- a) The Parties agree to cooperate and share information on the movement of aquatic invasive species.
- b) The Parties agree to share and coordinate approaches to containment to prevent the spread of aquatic invasive species by human vectors.
- c) The Parties agree to share information on control and eradication techniques and approaches.

SECTION 11 - MANAGEMENT AND COORDINATION

- a) The Senior Representatives shall meet at least annually either remotely or in person. Either Senior Representative may call a meeting as they deem appropriate.
- b) The Senior Representatives may, with consent of the other party, invite additional provincial representatives to a meeting of the senior representatives.
- c) The Senior Representatives may establish working groups to investigate issues and/or lead implementation of a section of this MOU. However, before establishing any working group the Senior Representatives will confer on whether or not the issue might be more appropriately dealt with by an existing mechanism such as the Prairie Provinces Water Board.

Where appropriate working groups may include representatives of other provincial ministries or agencies.

- d) The parties agree to update each other on changes in policy and programs that could have an impact on achievement of the objectives of this MOU.

SECTION 12 - TRANSPARENCY AND INFORMATION SHARING

- a) Subject to applicable access to information, privacy and other relevant legislation, the Parties intend to make available, at no cost to each other, and on a regular basis, all relevant data relating to or arising out of the activities under this MOU.
- b) The Parties recognize that all data, research documents, and other materials produced by either of the Parties will remain the property of that Party, and one Party will not use, publish, distribute or disclose any information, data, research documents, or materials produced by the other Party without first obtaining permission from the other Party.
- c) This MOU and any activity conducted pursuant to it are not intended to affect or diminish any proprietary rights or interests of the Parties.

SECTION 13 - COMMUNICATIONS

- a) The Parties intend to collaborate, where possible, in developing public education and information materials, and in developing and implementing media relation plans with respect to this MOU to ensure consistent messages.
- b) The Parties expect that where collaborative efforts do not occur in developing public education and information materials, the Party developing the materials will use best efforts to provide it to the other Party for information, prior to public release.
- c) The Parties will treat information related to or generated as a result of this MOU in accordance with the requirements of applicable federal and provincial legislation.

SECTION 14 – AMENDING THE MOU

This MOU may be amended by agreement in writing by both Parties. Any amendment becomes part of this MOU.

SECTION 15– SETTLEMENT OF DISPUTES

At the onset of a dispute, the Parties, or their senior representatives, agree to meet promptly for the purposes of attempting, in good faith, to resolve this dispute. The Parties are committed to working collaboratively to avoid and resolve any disputes concerning the interpretation or implementation of this MOU.

Any disputes regarding the interpretation or implementation of the MOU will be resolved by consultation between the Parties and will not be referred to a tribunal or other third party for resolution.

SECTION 16 - DURATION OF MOU

- a) This MOU comes into force on the date of signature by the Ministers and remains in force for a term of five (5) years, unless terminated earlier by one of the Parties in accordance with Section 16 c).
- b) The Parties may extend this MOU for additional terms of five (5) years. Such extensions will require the mutual written consent of the Parties prior to the expiration of this MOU.
- c) Either Party may terminate this MOU upon providing six (6) months written notice to the other Party.

SECTION 17 – COMPLIANCE WITH LAW

- a) Nothing in this MOU alters the legislative or other authorities of each of the Parties with respect to the exercise of their legislative or other authorities under the Constitution of Canada.
- b) The Parties acknowledge that this MOU is governed by the applicable laws of Saskatchewan and Manitoba.

SECTION 18 – NOTICES

Notices will be sent to:

a) For Saskatchewan:

President, Water Security Agency
400 – 111 Fairford Street
Moose Jaw, SK S6H 7X9

b) For Manitoba:

Deputy Minister
Manitoba Conservation and Water Stewardship
332 - 450 Broadway Winnipeg MB R3C 0V8

IN WITNESS WHEREOF, this Memorandum of Understanding is signed for Saskatchewan by the Minister Responsible for Saskatchewan Water Security Agency and for Manitoba, by the Minister of Conservation and Water Stewardship:

FOR SASKATCHEWAN

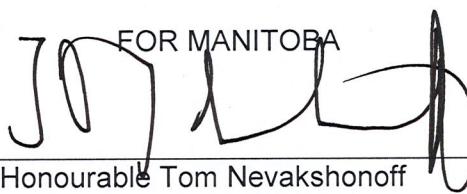


The Honourable Herb Cox
Minister Responsible for Saskatchewan
Water Security Agency

October 29, 2015.

Date

FOR MANITOBA



The Honourable Tom Nevakshonoff
Minister of Conservation and Water
Stewardship

OCT 21 2015

Date