

1 **JOINT POWERS AGREEMENT**  
2 **FOR THE IMPLEMENTATION OF**  
3 **THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANANGEMENT PLAN**  
4

5 Pursuant to Minnesota Statute Section 471.59, this Joint Powers Agreement is entered by  
6 and between the political subdivisions and local units of governmental units of the State of  
7 Minnesota and identified, as follows:

8 The Counties of Anoka, Chisago, Isanti, Pine, Ramsey and Washington each by and  
9 through its respective Board of Commissioners (collectively referred to as the Counties);

10 The Anoka, Chisago, Isanti, Pine and Washington Soil and Water Conservation Districts,  
11 each by and through its respective Board of Supervisors (collectively referred to as the  
12 SWCDs);

13 The Brown’s Creek, Carnelian Marine St. Croix, Comfort Lake Forest Lake, South  
14 Washington and Valley Branch Watershed Districts, each by and through its respective  
15 Board of Managers (collectively referred to as the Watershed Districts); and

16 The Middle St. Croix, and Sunrise River Joint Powers Watershed Management  
17 Organizations, each by and through its respective governing board (collectively referred  
18 to as the Watershed Management Organizations).

19 Together, the above identified Counties, SWCD’s, Watershed Districts and Watershed  
20 Management Organizations collectively formed the Lower St. Croix Watershed Implementation  
21 Partnership and for purposes of this Agreement, said political subdivisions and local units of  
22 government and those added in accordance with the terms of this Agreement are herein  
23 collectively referred to as “Parties” and individually, as “Party.”

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25 **RECITALS**

26 WHEREAS, pursuant Minnesota Statutes Section 103B.305, Subd. 5 and 103B.3363, each of the  
27 Parties to this agreement is a local unit of government having the responsibility and authority to  
28 separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to  
29 prepare, develop, adopt, implement and administer a comprehensive local water management  
30 plan, as defined pursuant to Section 103B.3363, subd. 3, or a comprehensive watershed  
31 management plan, as a substitute thereof, and carry out implementation actions, programs and  
32 projects toward achievement of goals and objectives of such plans.

33  
34 WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota  
35 Board of Water and Soil Resources (BWSR) is authorized, amongst things, to coordinate the  
36 water and resource planning and implementation activities of counties, soil and water  
37 conservation districts, watershed districts and watershed management organizations and to  
38 administer and oversee the Minnesota Comprehensive Watershed Management Planning  
39 Program, known as the One Watershed, One Plan program; and

1 WHEREAS, each of the Parties exercises water management authority and responsibility within  
2 the Lower St. Croix River Watershed Management Area, a geographical area consisting of those  
3 portions of Anoka, Chisago, Isanti, Pine, Ramsey and Washington counties that drain into the St.  
4 Croix River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

5  
6 WHEREAS, the Parties have previously entered into the Lower St. Croix Watershed  
7 Memorandum of Agreement for the purpose to collaboratively develop, as local government  
8 units, a coordinated comprehensive watershed management plan for the Lower St. Croix River  
9 planning boundary ; and

10  
11 WHEREAS, in accordance with BWSR policy, the Memorandum of Agreement for planning  
12 established a framework of consistency and cooperation through a governing structure having a  
13 Policy Committee and an Advisory Committee and provisions that the role and authority of the  
14 governing bodies of the Parties, the Policy Committee and Advisory Committee; and

15  
16 WHEREAS, in accordance with BWSR policy adopted pursuant to Minnesota Statute Section  
17 103B.801, the Parties have developed the Lower St. Croix Comprehensive Watershed  
18 Management Plan, hereinafter referred to as the “Plan” and it is the intent of the Parties that said  
19 Memorandum of Agreement shall remain in full force and effect and this Agreement shall not be  
20 construed as to modify or supplant the terms or provisions of the Memorandum of Agreement;  
21 and

22  
23 WHEREAS, with matters that relate to coordination of water management authorities pursuant to  
24 Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to  
25 Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the  
26 public drainage system authorities; and

27  
28 WHEREAS, this Agreement and the Lower St. Croix Comprehensive Watershed Management  
29 Plan does not replace or supplant local land use, planning, or zoning authority of the respective  
30 Parties and the Parties intend that this Agreement shall not be construed in that manner.

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32 TERMS AND CONDITIONS

33  
34 NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law  
35 and in consideration of the mutual promises and benefits that the parties shall derive herefrom,  
36 all Parties hereby enter into this joint powers agreement and agree, as follows:

- 37  
38 1. Purpose: This Agreement has the following purposes:  
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- 1 a. This Agreement establishes the terms and conditions, governing structure and  
2 processes by which the Parties will jointly and cooperatively continue the planning  
3 and the implementation of the Plan. Consistent with its terms and conditions, this  
4 Agreement authorizes the Parties to cooperatively exercise their common and similar  
5 power of local water planning and management notwithstanding the territorial limits  
6 within which they may otherwise exercise separately.  
7
- 8 b. This Agreement does not establish a joint powers entity. Rather, this Agreement  
9 continues the collaborative governing structure established under the Memorandum  
10 of Agreement and redefines the role and authority of the governing bodies, the Policy  
11 Committee and Advisory Committee in the decision-making process as applicable for  
12 implementation of the plan. This Agreement provides criteria and a process to add  
13 additional local units of government as Parties to this Agreement.  
14
- 15 c. This Agreement identifies the process of preparing, adopting and carrying out annual  
16 work plans that will serve as the mechanism essential for Plan implementation.  
17
- 18 d. This Agreement provides for the designation and appointment of a Party or Parties or  
19 their representative to carry out the administrative responsibilities associated with the  
20 continued collaborative planning and implementation of the Plan and to perform all  
21 fiscal responsibilities associated Plan implementation.  
22

23 2. Eligibility and Procedure to Become A Party  
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- 25 a. Qualifying Party: A county, SWCD, watershed district or watershed management  
26 organization located and authorized to carry out water planning and resource  
27 management responsibilities within the Lower St. Croix River Management Area is  
28 eligible to become a Party to this Agreement.  
29
- 30 b. Initial Parties: A county, SWCD, watershed district or watershed management  
31 organization may be an initial Party through adoption of one or more resolutions by  
32 its respective governing board that indicates its intent to be a Party to this Agreement;  
33 that adopts and authorizes such local unit of government to enter into this Agreement;  
34 and that adopts and begins implementation of the Plan, or later amendments, within  
35 60 days of State approval of the Plan, or within 45 days of executing this Agreement,  
36 whichever is later. Such local unit of government shall also give notice of plan  
37 adoption in accordance with provisions of Minnesota Statutes Chapters 103B and  
38 103D. Any qualifying county, SWCD, watershed district or watershed management  
39 organization that desires to become a Party after expiration of the 60 day period for  
40 joining as an Initial Party will be eligible to become a Party as an Additional Party  
41 pursuant to Section 2.c., below

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c. Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan shall provide the Administrative Coordinator a formal statement that indicates its intent to become a Party to this Agreement and a certified copy of the resolution or motion adopted by its governing board that contains all of the following:

- i. A declaration of intent to join as a Party to the Agreement;
- ii. A statement that the local government unit is authorized to enter into and be bound by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee; and
- iii. A statement that the local government unit adopts the Plan.

Upon receipt of such certified documents, the Administrative Coordinator shall issue a signature page to the local government unit and instructions to execute and return the same along with the name and contact data of the representatives appointed by the local government unit to serve on the Policy Committee and the names and contact information of staff of the local government unit assigned to serve on the Advisory Committee. The local government unit will have all duties, rights and responsibilities as a Party to this Agreement upon filing with the Administrative Coordinator a copy of its authorized signature to this Agreement.

d. Procedure for Parties to Leave Membership of Agreement: Any Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made 90 days in advance of leaving. A Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants associated with the Agreement until the grant has ended.

3. Payments and Financial Responsibilities of the Parties

Each Party is financially responsible for its costs and expenses incurred in implementing the Plan or in carrying out related implementation activities, projects, and programs.

4. Term and Termination

- a. Effective Date: This Agreement is effective upon signature of all initial Parties and will remain in effect until December 31, 2031, unless terminated consistent with terms of this Agreement or as otherwise provided under law.
- b. Review: Commencing in the second year following the effective date of this Agreement and continuing each year thereafter, the Policy Committee will annually conduct a review of the adequacy and effectiveness of the joint and collaborative partnership provided by this Agreement and the governing structure of the Policy Committee. With the assistance of the Advisory Committee, the Policy Committee shall prepare a report on its findings and provide recommendations as appropriate to

1 governing boards of the Parties. The report and recommendations should be  
2 submitted to the governing boards at the time in which the Policy Committee  
3 provides its recommendation on the proposed annual work plan. Any  
4 recommendation of the Policy Committee to revise a term or condition of this  
5 Agreement will only become effective upon 2/3rds approval of the governing boards  
6 of the then present Parties.

- 7 c. Termination: This Agreement may be terminated by resolution adopted by the  
8 governing bodies of all of the then existing Parties. The parties acknowledge their  
9 respective and applicable obligations, if any, under MN Statutes Section 471.59,  
10 Subd. 5 after the agreement has been terminated or the purpose of the Agreement has  
11 been completed.

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13 5. General Provisions

- 14 a. Compliance with Laws/Standards: The Parties agree to abide by all federal,  
15 state, and local laws; statutes, ordinances, rules and regulations now in effect or  
16 hereafter adopted pertaining to this Agreement.
- 17 b. Timeliness: The Parties agree to perform the obligations under this Agreement  
18 in a timely manner and inform each other about delays that may occur.
- 19 c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions  
20 of its respective officers, employees or agents and each Party shall carry liability  
21 insurance coverage of not less than \$1.5 million per occurrence, the maximum  
22 liability for each Party as provided under Minnesota Statutes Section 466.04. The  
23 Parties may participate in a self-insurance pool to meet this requirement.
- 24 d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota  
25 Statute Chapter 466 and other applicable laws govern liability of the Parties. To the  
26 full extent permitted by law, actions by the Parties, their respective officers,  
27 employees, and agents pursuant to this Agreement are intended to be and shall be  
28 construed as a “cooperative activity.” It is the intent of the Parties that they shall be  
29 deemed a “single governmental unit” for the purpose of liability, as set forth in  
30 Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes  
31 Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not  
32 create any liability or exposure of one party for the acts or omissions of any other  
33 party. If a Party is found responsible for any liability associated with the actions of  
34 the Lower St. Croix One Watershed, One Plan Policy Committee or implementation  
35 of the Comprehensive Watershed Management Plan, said Party agrees to indemnify  
36 and hold harmless any of the other non-liable parties of this Agreement for any  
37 defense costs and expenses associated with any such claim.
- 38 e. Employee Status: The respective employees and agents of each Party shall remain  
39 the employees of each individual respective Party.
- 40 f. Data Practices, Data Management and Record Retention: Notwithstanding  
41 Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for  
42 purposes of the Minnesota Government Data Practices Act and all other statutes and  
43 provision of law related to data practices, data management and records retention,

1 each party shall remain the exclusive responsible authority, as defined in Minn. Stat.  
2 13.02, subd. 16, for its own data management, for responses to data requests and for  
3 all aspects of records retention for any and all data in any form that is collected,  
4 created, received, maintained or disseminated by the party agency. This section  
5 includes but is not limited to all data regardless of its classification as the term  
6 government data is defined in Min. Stat. 13.02, subd. 7.

- 7 g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat.  
8 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative  
9 Auditor, or any duly authorized representative at any time during normal business  
10 hours and as often as they deem reasonably necessary, shall have access to and the  
11 right to audit, excerpt and transcribe any books, documents, papers, records, etc. that  
12 are pertinent to the accounting practices and procedures of the parties and involve  
13 transactions relating to this Agreement. The parties agree to maintain and make  
14 available these business records for a period of at least 6 years from the date of the  
15 termination of this agreement.

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17 6. Annual Work Plans:

- 18 a. Required Contents: Annual work plans will be developed that detail  
19 implementation of the Plan, minimally including projects and programs to be  
20 completed collaboratively and associated budgets. A fiscal agent and a responsible  
21 Party or Parties shall be identified for each project, program or implementation  
22 activity contained in the annual work plan. The responsible Party or Parties must  
23 provide any grant matching funds and accept responsibility for implementation and  
24 outcomes. The annual work plans may include a summary of projects, programs and  
25 implementation activities to be accomplished with state Watershed Based  
26 Implementation Funds, competitive state grants, local funds or others.

27 b. Process for Development and Adoption of Annual Work Plans.

28 The decision – making process in the development and adoption of annual work  
29 plans shall be as follows:

- 30 1. The Advisory Committee shall draft and prepare the proposed annual work plan  
31 ranking projects, programs and implementation activities utilizing the selection  
32 criteria contained in the Plan.
- 33 2. The Advisory Committee shall present the proposed annual work plan to the  
34 Policy Committee for discussion and revision as appropriate.
- 35 3. The Policy Committee shall vote to recommend a proposed annual work plan to  
36 the governing boards of the Parties for approval. A vote of 2/3<sup>rd</sup> of the members  
37 present of the Policy Committee is necessary to move a recommended annual  
38 work plan onto the governing boards.
- 39 4. The governing bodies of the Parties shall approve the annual work plan for its  
40 implementation. An annual work plan will be approved only through approval  
41 of 2/3<sup>rd</sup> of the governing bodies of then existing Parties.

42 7. Structure and Governance

1 To carry out the coordinated and collaborative planning, development and  
2 implementation of the Plan and development, adoption of annual work plans, the Parties  
3 will continue the Policy Committee and Advisory Committee, as established under the  
4 Memorandum of Agreement. The function and the authority of the governing boards of  
5 the Parties and the composition, function and authority of the Policy Committee and  
6 Advisory Committee are as follows;

7 a. Governing Boards of Parties

- 8 i. The governing boards are the elected or appointed officials of the respective  
9 Party to this Agreement.
- 10 ii. Responsibilities: The governing boards of the Parties have the responsibility  
11 to take approval action on matters required by the terms of this Agreement  
12 and on matters recommended by the Policy Committee. Matters on which  
13 governing boards must take formal action include, but are not limited to, as  
14 follows:
- 15 1. Designation of an elected or appointed member or members to serve on  
16 the Policy Committee and set the term of service of each member so  
17 designated.
  - 18 2. Approval of Annual Work Plans;
  - 19 3. Amendments to the provisions of the Plan; and
  - 20 4. Adoption or approval of other matters necessary for Plan implementation.
- 21 iii. Authority: A governing board of a Party shall exercise its decision-  
22 making authority only by adoption of a formal resolution. Governing boards  
23 must act on Policy Committee recommendations within 60 days after the day  
24 in which the Policy Committee formally adopted such recommendation. The  
25 decisions of the various governing boards of the Parties will be deemed  
26 approved for purposes of this Agreement when 2/3<sup>rd</sup>s of the governing bodies  
27 have adopted formal action on the respective recommendation.

28  
29 b. Policy Committee

- 30 i. Responsibilities: The Policy Committee has the responsibility to develop and  
31 make recommendations on those matters that require approval by the  
32 governing boards of the Parties, including, but not limited to, annual work  
33 plans, additional parties to this Agreement, revisions and modifications to this  
34 Agreement and amendments to the Plan. Each member of the Policy  
35 Committee member shall serve as a liaison to his or her respective governing  
36 board; keep such governing board informed on the implementation of the  
37 Plan; and ensure that the preferences and ideas of such governing board are  
38 communicated to the Policy Committee.
- 39 ii. Composition: The Policy Committee shall be composed of one  
40 representative from each Party to this Agreement, except that Chisago County  
41 shall have three representatives seated on the Policy Committee. Each party may

1 also have one alternate in the absence of the designated representative. With  
2 exception of Chisago County, representatives and alternates must be an elected or  
3 appointed member of that Party's governing board and selected by the Party's  
4 governing board. The Chisago County Board of Commissioners must appoint  
5 three representatives to the Policy Committee, with one representative and an  
6 alternative representative each being a Commissioner and the two other  
7 representatives and respective alternatives to the Policy Committee appointed by  
8 the Chisago County Board of Commissioners as it may determine as appropriate.  
9 The term of each representative is decided by the appointing governing board.

10 iii. Governance: The Policy Committee shall be governed pursuant to by-  
11 laws and rules of procedure as the Policy Committee may develop, adopt and  
12 revise from time to time. The Policy Committee may utilize bylaws adopted in  
13 the preparation and development of the Plan and may revise the same to be  
14 suitable for purposes of Plan implementation. Bylaws and rules of procedure  
15 shall comply with relevant statutory provisions and be in as much as possible  
16 consistent with the terms of this Agreement. In the event of conflict or  
17 ambiguity, the terms of this Agreement shall prevail.

18 iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy  
19 Committee must provide that:

- 20 1. The Policy Committee will have at least twice-annual meetings and  
21 special meetings as necessary for implementation of the Plan.
- 22 2. The Chair or any four representatives may call special meetings giving not  
23 less than 72 hours written notice of the time, place and purpose of such a  
24 meeting delivered by mail or email to each Party.
- 25 3. All meetings of the Policy Committee will comply with statutes and rules  
26 requiring open and public meetings. The official posting location for  
27 meeting dates and locations shall be the Lower St. Croix One Watershed  
28 One Plan website.
- 29 4. The conduct of all meetings of the Policy Committee shall be generally  
30 guided by the most recent edition of Robert's Rules of Order.
- 31 5. A quorum for decision-making shall consist of at least 50% plus one of the  
32 representatives.
- 33 6. Each representative present shall have one vote. All decisions shall be  
34 approved by a supermajority vote of 2/3rds of those representatives  
35 present. All votes shall be made in person, and no representative may  
36 appoint a proxy for any question coming before any meeting for a vote.

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38 c. Advisory Committee

- 39 i. Responsibilities: The Advisory Committee has the responsibility to assist  
40 and advise the Policy Committee and to prepare and develop matters  
41 necessary for Policy Committee recommendation, including, but not limited  
42 to, annual work plans, and proposed amendments to the Plan and this



1 Agreement.

- 2 ii. Composition: The Advisory Committee is composed of staff of the  
3 Parties to this Agreement. Each Party may assign up to two staff to serve on  
4 the Advisory Committee. On a vote of two-thirds of its members present, the  
5 Policy Committee may increase the number of members on the Advisory  
6 Committee.

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8 8. Administrative Coordinator

- 9 a. The Parties shall designate a Party to serve as Administrative Coordinator. The  
10 Administrative Coordinator has the responsibility to perform the administrative and  
11 coordinative work necessary for Plan implementation that is not associated with a  
12 specific implantation activity, project or program. The responsibility of the  
13 Administrative Coordinator may include serving as fiscal agent to accept and carryout  
14 all responsibilities associated with grants, grant agreements and financial transactions  
15 that are part of and related to grant agreement and contract implementation.  
16 Alternatively, the Parties may designate a separate Party to carry out fiscal agent  
17 responsibilities. A Party designated to serve as Administrative Coordinator or fiscal  
18 agent may assign that function to its staff or contract for such services.
- 19 b. The Parties agree that until the first annual work plan is adopted that the Washington  
20 Conservation District and Chisago Soil and Water Conservation District will be  
21 jointly designated as Administrative Coordinator. The first annual work plan and each  
22 annual work plan thereafter shall identify the Party that is the designated  
23 Administrative Coordinator and, as appropriate, the fiscal agent, for purposes of  
24 implementing that respective annual work plan.
- 25 c. The governing board of the Administrative Coordinator and fiscal agent is authorized  
26 to make payments and to take other actions within a respective approved annual work  
27 plan.
- 28 d. The costs and expenses incurred by a Party in performing the function of  
29 Administrative Coordinator and fiscal agent may be paid with grant funds, including  
30 state Watershed Based Implementation Funds unless prohibited by State policy, grant  
31 contract or law. In the event that these funds are unavailable or insufficient, such  
32 costs and expenses remain the financial responsibility of such Party incurring the  
33 same unless the Parties otherwise agree through an approved annual work plan or  
34 separate action adopted by the governing boards of the then existing parties.

35 9. Miscellaneous

- 36 a. Counterparts: This Agreement may be executed in one or more counterparts,  
37 each of which shall be deemed an original and all of which when taken together shall  
38 constitute one and the same agreement. Any counterpart signature transmitted by  
39 facsimile or by sending a scanned copy by electronic mail or similar electronic  
40 transmission shall be deemed an original signature. This executed Agreement  
41 including all counterparts shall be filed with each party to this agreement with a  
42 notification of the Agreement's effective date.

- 1 b. Amendments Any changes, amendments, or modifications to this Agreement  
2 may only be made formal resolution adopted by all of the governing boards of the  
3 then existing Parties.
- 4 c. Savings Clause: In the event that any provision of this Agreement is determined by  
5 a court of law to be null and void, the remaining provisions of this Agreement shall  
6 continue in full force and effect.

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12 10. Authorized Representatives

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14 The following persons have been authorized as representatives to act as the primary contact  
15 for all matters concerning this agreement are:

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17 Anoka County, County Administrator Rhonda Sivarajah or successor  
18 Chisago County, County Administrator Chase Burnham or successor  
19 Isanti County, County Administrator Julia Lines or successor  
20 Pine County, County Administrator David Minke or successor  
21 Ramsey County, County Board Chair Toni Carter or successor  
22 Washington County, County Administrator Kevin Corbid or successor  
23 Anoka Conservation District, District Manager Chris Lord or successor  
24 Chisago SWCD, District Manager Craig Mell or successor  
25 Isanti SWCD, District Manager Tiffany Determan or successor  
26 Pine SWCD, District Manager Jill Carlier or successor  
27 Washington Conservation District, District Manager Jay Riggs or successor  
28 Brown's Creek Watershed District, District Administrator Karen Kill or successor  
29 Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or  
30 successor  
31 Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor  
32 South Washington Watershed District, Administrator Matt Moore or successor  
33 Valley Branch Watershed District, President Jill Lucas or successor  
34 Middle St. Croix WMO, Administrator Matt Downing or successor  
35 Sunrise River WMO, Chair Dan Babineau or successor  
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40 (Signature Pages begin on next Page).

1 IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly  
2 authorized officers. *(Repeat this page for each participant)*

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6 PARTNER: \_\_\_\_\_

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9 APPROVED:

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14 BY: \_\_\_\_\_

15 Board Chair Date

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20 BY: \_\_\_\_\_

21 Manager/Administrator Date

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25 APPROVED AS TO FORM *(use if necessary)*

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BY: \_\_\_\_\_

28 County Attorney Date