

**LOWER MINNESOTA RIVER WEST COMPREHENSIVE WATERSHED
MANAGEMENT PLAN JOINT POWERS AGREEMENT**

This Joint Powers Agreement (Agreement) is made and entered into by and between the following parties (sometimes referred to as members):

The Counties of McLeod, Nicollet, and Sibley by and through their respective County Board of Commissioners, and

The McLeod, Nicollet, and Sibley Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The High Island Creek Watershed District, by and through their respective Board of Managers.

WHEREAS, the Counties of 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) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed District of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and/or statutory authority to implement the Lower Minnesota River West Comprehensive Watershed Management Plan 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 health and productivity, protect water quality, reduce flood risk and associated damages, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities 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 system authorities.

WHEREAS, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Minnesota Board of Water 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 and adopted, according to chapter 103B, 103C, or 103D, to serve as substitutes for one another or be replaced with a comprehensive watershed management plan.”

WHEREAS, it is understood by all the parties to this Agreement that the Lower Minnesota River West Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, or zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis, and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Lower Minnesota River West Comprehensive Watershed Management Plan pursuant to Minnesota Statutes § 103B.801.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose of the Agreement:** The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the Lower Minnesota River West Watershed Planning area (*see Attachment A with a map of the planning area*) on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minn. Stat. Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the Lower Minnesota River West Comprehensive Watershed Management Plan while providing assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants.

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. This Agreement does not include a financial obligation, but rather an ability to share resources.

Parties signing this agreement will be collectively referred to as the Lower Minnesota River West Watershed Partnership (Partnership).

2. **Term:** This Agreement is effective upon signature of all Parties, in consideration of the Minnesota Board of Water and Soil Resources (BWSR) operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Adding Additional Parties:** A qualifying party within the Lower Minnesota River West Watershed Planning area desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Advisory Committee to

join the Lower Minnesota River West Watershed Partnership. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Advisory Committee.

4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent, in writing, to the Policy Advisory Committee in the form of an official board resolution adopted by its governing body. Notice must be made at least 60 days in advance of leaving the Agreement. Any party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the Lower Minnesota River West Watershed Partnership has at the time of the party's notice to leave membership, and is obligated until the grant has expired or has been closed out.

5. **General Provisions:**

a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect, or 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 any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern 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." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), and this is not intended to create any liability or exposure of one party for the acts or omissions of any other party.

c. **Employee Status:** The parties agree that respective employees or agents of each party shall remain the employees or agents of each individual respective party and shall not be considered employees of any other part or of the collaborative, and shall not be entitled to any compensation, rights or benefits of any kind from any other party or from the collaborative.

d. **Records Retention and Data Practices:** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective part pursuant to the terms of this Agreement.

e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

f. **Termination:** This Agreement will remain in full force and effect until canceled by all parties,

unless otherwise terminated in accordance with 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 Terminated.

g. **Amendment:** Policy Advisory Committee may modify this Agreement upon approval by a majority vote of all of the Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.

6. Administration:

a. **Establishment of Committees for Implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan:** Committees will be established to carry out the coordinated implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. The parties agree to establish, under this Agreement, a Policy Advisory Committee, a Technical Advisory Committee, and a Local Implementation Work Group.

i. **The Policy Advisory Committee:** The parties agree to establish a Policy Advisory Committee for the purpose of implementing the Lower Minnesota River West Comprehensive Watershed Management Plan. The Policy Advisory Committee will operate cooperatively and collaboratively, but not as a separate entity. Each governing entity agrees to appoint one representative, who must be an elected or appointed member of each governing entity to the Policy Advisory Committee. Each governing entity may choose to appoint one alternate to serve on the Policy Advisory Committee in the absence of the appointed member. Policy Advisory Committee members agree to keep their respective governing entities regularly informed on the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. Each representative shall have one vote, subject to the authority delegated by their respective governing entity. The Policy Advisory Committee will establish bylaws to describe the functions and operations of all committee(s). Once established, the Policy Advisory Committee will follow the bylaws adopted, and have the power to modify the bylaws. The Policy Advisory Committee will meet as needed, but no less than bi-annually, to advise implementation of the Lower Minnesota River West Watershed Management workplan. Each member of the Policy Advisory Committee, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the party they represent in all matters relevant to the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan, including but not limited to, the recommendation to approve grant applications, grant agreements, interim reports, payment of invoices, and entering into professional contracts. The Policy Advisory Committee shall also approve an annual work plan and annual budget consisting of an itemized statement of the Lower Minnesota River West Comprehensive Watershed Management Plan, revenues and expenses for the ensuing calendar years, and shall be presented to the respective governing entities that are represented on the Policy Advisory Committee.

ii. **The Local Implementation Work Group:** The parties agree to establish a Local Implementation Work Group, which shall consist of, but not limited to, local staff, including local county water planners,

local watershed district staff, and local SWCD staff, for the purposes of logistical, and day-to-day decision-making in the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. The Local Implementation Work Group shall prepare a draft annual work plan and budget consisting of an itemized statement of the Lower Minnesota River West Comprehensive Watershed Management Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Advisory Committee for review. The Local Implementation Work Group will meet as needed.

iii. **The Technical Advisory Committee:** The Policy Advisory Committee may appoint technical representatives to a Technical Advisory Committee to provide support and make recommendations on implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. The Technical Advisory Committee may consist of the Local Implementation Work Group, contacts for the state's main water agencies (Board of Water and Soil Resources, Minnesota Department of Agriculture, Minnesota Department of Health, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, and Environmental Quality Board), and/or plan review agencies, and area stakeholders. The Technical Advisory Committee will meet, as needed.

7. **Implementation of the Plan.** The Parties agree to adopt and begin implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan within 120 days of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

8. **Fiscal Agent:** The Policy Advisory Committee shall appoint one of the parties to the Agreement to be the Fiscal Agent for each source of funding received. The appointed Fiscal Agent agrees to:

a. Accept all responsibilities associated with any grant agreements executed by the party for the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan.

b. Perform financial transactions as part of any executed grant agreements, and contract implementation.

c. Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant.

d. Provide the Policy Advisory Committee with the records necessary to describe the financial condition of the grant agreement.

e. Include the grant information on the Fiscal Agent's website.

f. Retain fiscal records consistent with the Fiscal Agent's records retention schedule (See 5. d.).

9. **Plan Administration:** The Policy Advisory Committee shall appoint, annually, one of the parties to the Agreement to be the Day-to-Day Contact, being the point of contact for, and handling of the day-

to-day administrative work of the Lower Minnesota River West Comprehensive Watershed Management Plan. The appointed day-to-day contact agrees to:

- a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Lower Minnesota River West Comprehensive Watershed Management Plan, including being the primary contact for any grant agreements, and any reporting requirements associated with any grant agreements not otherwise stated.
- b. Provide the Policy Advisory Committee with the records necessary to describe the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan.
- c. Provide for proper public notice of all meetings.
- d. Ensure that minutes of all Policy Advisory Committee meetings are recorded and made available in a timely manner to the Policy Advisory Committee and maintain a file of all approved minutes including corrections and changes.
- e. Retain records consistent with the fiscal agent's records retention schedule until termination of the agreement (at that time, records will be turned over to the Fiscal Agent) (See 5. c.).
- f. Perform any other duties to keep the Policy Advisory Committee, the Technical Advisory Committee, and the Local Implementation Work Group informed about the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

McLeod County

Marc Telecky or successor
Director of Environmental Services
1065 5th Avenue SE
Hutchinson, MN 55350
Telephone: 320.484.4342

McLeod County Soil and Water Conservation District

Ryan Freitag or successor
District Manager
520 Chandler Avenue North
Glencoe, MN 55336
Telephone: 320.864.1214

Nicollet County

Ben Rosburg or successor
Environmental Specialist
501 S. Minnesota Avenue
St. Peter, MN 56082
Telephone: 507.934.7072

Nicollet Soil and Water Conservation District

Kevin Ostermann or successor
District Manager
501 7th Street, P.O. Box 457
Nicollet, MN 56074
Telephone: 507.232.2550

Sibley County

Marilee Peterson or successor
County Auditor – Treasurer
400 Court Avenue, P.O. Box 51
Gaylord, MN 55334
Telephone: 507.237.4070

High Island Creek Watershed District

Kevin Miller or successor
Board President
18376 30th Street
Brownton, MN 55312
Telephone: 320.510.1039


Sibley Soil and Water Conservation District

Joel Wurscher or successor
District Manager
112 5th Street, P.O. Box 161
Gaylord, MN 55334
Telephone: 507.702.7077

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


Partner: **McLeod County**

Approved:

By:  3-21-2023
Board Chair Date

By:  03/21/2023
County Administrator Date


Approved as to form:


By:  3/21/2023
County Attorney Date

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

Partner: **McLeod County Soil and Water Conservation District**

Approved:

By:  3-6-23
Board Chair Date

By:  3-6-2023
District Manager Date

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

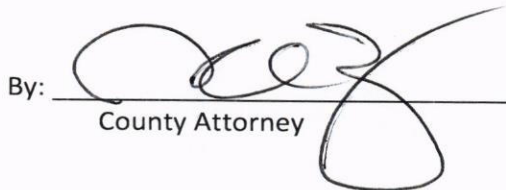
Partner: **Nicollet County**

Approved:

By:  3/14/2023
Board Chair Date

By:  3/14/2023
County Administrator Date

Approved as to form:

By:  3.14.2023
County Attorney Date

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

Partner: **Nicollet Soil and Water Conservation District**

Approved:

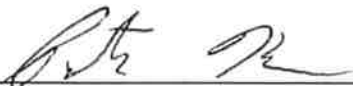
By: Eric Amundson 3-1-2023
Board Chair Date

By: [Signature] 3/1/23
District Manager Date

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

Partner: **Sibley County**

Approved:

By:  2-28-2023
Board Chair Date

By:  2-28-2023
County Administrator Date

Approved as to form:

By:  03-28-2023
County Attorney Date

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

Partner: Sibley Soil and Water Conservation District

Approved:

By: Wayne R. Grano 2-14-2023
Board Chair Date

By: [Signature] 2/14/23
District Manager Date

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

Partner: High Island Creek Watershed District

Approved:

By: Alan Miller 3/27/23
Board President Date

Attest: Vernie Salter 3/27/23
Board Secretary Date

Approved as to form:

By: D-Zimmerli 3/27/23
Dean Zimmerli, Attorney for District

