
Appendices

Appendix A

Joint Powers Agreement (JPA)

GREATER ZUMBRO RIVER 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 Dodge, Olmsted, Goodhue, Wabasha, and Rice by and through their respective County Board of Commissioners, and

The Dodge, Olmsted, Goodhue, Wabasha, Rice, and Steele Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Bear Valley Watershed District, by and through their respective Board of Managers, and

The City of Rochester, by and through their City Council.

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 Districts of this Agreement are political subdivisions 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 City of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to control or eliminate stormwater pollution along with soil erosion and sedimentation within its boundaries, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and

WHEREAS, the parties to this Agreement have a common interest and/or statutory authority to implement the Greater Zumbro River 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 and conserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, 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 Greater Zumbro River Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, 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 Greater Zumbro 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 Greater Zumbro River 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 Greater Zumbro River 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 Watershed Alliance for the Greater Zumbro (WAGZ).

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 Greater Zumbro River 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 Watershed Alliance for the Greater Zumbro. 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 30 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 Watershed Alliance for the Greater Zumbro 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 the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's adopted records retention schedules pursuant to Minnesota Statutes §138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. The records retention will follow the Fiscal Agent's schedule. At the time this agreement expires, all records will be turned over to the Fiscal Agent for continued retention. (See 7. e. and 8. e.)
- 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:** The Parties 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 Greater Zumbro River Comprehensive Watershed Management Plan:** Committees will be established to carry out the coordinated implementation of the Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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, local SWCD staff, and local city staff, for the purposes of logistical, and day-to-day decision-making in the implementation of the Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River 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. c.).
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 Greater Zumbro River Comprehensive Watershed Management Plan.
- a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Greater Zumbro River 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 Greater Zumbro River 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 Greater Zumbro River Comprehensive Watershed Management Plan.

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

Dodge County

Jim Elmquist or successor
County Administrator
721 Main St. N.
Mantorville, MN 55955
Telephone: (507) 635-6239

Dodge Soil and Water Conservation District

Adam King or successor
District Manager
916 2nd St. S.E.
Dodge Center, MN 55927
Telephone: (507) 374-6364

Goodhue County

Scott Arneson or successor
County Administrator
509 W. 5th St
Red Wing, MN 55066
Telephone: (651) 385-3001

Goodhue Soil and Water Conservation District

Beau Kennedy or successor
District Manager
104 E 3rd Ave PO Box 335
Goodhue, MN 55027
Telephone: (651) 923-5286

Olmsted County

Heidi Welsch or successor
County Administrator
151 4th St SE
Rochester, MN 55904
Telephone: (507) 328-7967

Olmsted Soil and Water Conservation District

Skip Langer or successor
District Manager
2122 Campus Drive SE, Suite 200
Rochester, MN 55904
Telephone: (507) 328-7070

Rice County

Sara Folsted or successor
County Administrator
320 Third Street NW
Faribault, MN 55021
Telephone: (507) 332-6100

Rice Soil and Water Conservation District

Steve Pahs or successor
District Manager
1810 30th St NW
Faribault, MN 55021
Telephone: (507) 332-5408

Wabasha County

Michael Plante or successor
County Administrator
625 Jefferson Ave
Wabasha, MN 55981
Telephone: (651) 565-3073

Wabasha County Soil and Water Conservation District

Terri Peters or successor
District Manager
611 Broadway Ave. Suite 10
Wabasha, MN 55981
Telephone: (651) 565-4673

Bear Valley Watershed District

Paul Huneke or successor
Watershed District Board Member
254090 Co 16 Blvd
Goodhue, MN 55027
Telephone: (651) 923-4937

City of Rochester

Alison Zelms or successor
City Administrator
201 4th Street SE
Rochester, MN 55904
Telephone: (507) 328-2000

Steele County Soil and Water Conservation District
Eric Gulbransen or successor
District Manager
235 Cedardale Drive SE
Owatonna, MN 55060
Telephone: (507) 451-6730 ext. 3

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

PARTNER: **DODGE COUNTY**

APPROVED:

BY: _____
Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTNER: **DODGE SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

PARTNER: **GOODHUE COUNTY**

APPROVED:

BY: _____
Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTNER: **GOODHUE SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

PARTNER: **OLMSTED COUNTY**

APPROVED:

BY: _____
Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTNER: **OLMSTED SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

PARTNER: **RICE COUNTY**

APPROVED:

BY: _____
Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTNER: RICE SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

PARTNER: **WABASHA COUNTY**

APPROVED:

BY: _____
Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

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

PARTNER: **WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

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

PARTNER: **BEAR VALLEY WATERSHED DISTRICT**

APPROVED:

BY: _____
President of the Watershed District Board Date

ATTEST: _____
Secretary of the Watershed District Board Date

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

PARTNER: **CITY OF ROCHESTER**

APPROVED:

BY: _____
Mayor Date

BY: _____
City Administrator Date

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

PARTNER: **STEELE COUNTY SOIL AND WATER CONSERVATION DISTRICT**

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

Attachment A Map of the Greater Zumbro River Watershed Planning Area

