

Chippewa River Watershed Association Joint Powers Agreement

Article 1 Enabling Authority

THIS AGREEMENT is made by and between the political subdivision organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this "Agreement."

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly 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. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or any adjoin state, and any agency of the State of Minnesota of the United States, and includes any instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and all other applicable statutes, rules and regulations, the following Parties:

Chippewa County, Douglas County, Grant County, Kandiyohi County, Pope County, Stevens County, Swift County, Otter Tail County, Chippewa Soil and Water Conservation District (SWCD), Douglas SWCD, Grant SWCD, Kandiyohi SWCD, Pope SWCD, Stevens SWCD, Swift SWCD, and West Otter Tail SWCD.

hereto agree as follows:

Article 2 Purpose

The purpose of this agreement is the joint exercise of powers by the undersigned Parties to develop and implement plans to promote the orderly water quality improvement and management of the Chippewa River Watershed through information sharing, fund seeking, education, coordination and related support to the members with regard to the protection of property from damage of flooding, controlling erosion of land; protection of property, streams and lakes from sedimentation and pollution; and maintaining and improving the quality of water in the streams, lakes and ground water and improving recreation and wildlife and same in accordance with the intent of Section 471.59 of Minnesota Statutes.

A. Coordinate with local, state, and federal agencies to encourage landowners to voluntarily change their land use practices to improve the quality of soil and water resources within the Chippewa River watershed.

B. Provide other similar or related services and programs as determined by the Board.

C. Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

D. Collectively develop and adopt a coordinated watershed management plan for implementation per the provisions of the plan.

Article 3 Name

The name of this joint powers entity shall be Chippewa River Watershed Association hereinafter sometimes referred to as CRWA.

Article 4 Agreement to Participate

4.1 Members. The members under this agreement are those Counties and SWCDs lying within the boundaries of the watershed of the Chippewa River, namely, Chippewa County, Douglas County, Grant County, Kandiyohi County, Pope County, Stevens County, Swift County, Otter Tail County, Chippewa SWCD, Douglas SWCD, Grant SWCD, Kandiyohi SWCD, Pope SWCD, Stevens SWCD, Swift SWCD, and West Otter Tail SWCD. The following table is a breakdown of counties within the Chippewa River Watershed.

County	Acres	% of the Watershed
Chippewa	179,518	14%
Douglas	185,947	14%
Grant	24,251	2%
Kandiyohi	96,031	7%
Ottertail	19,532	1%
Pope	394,025	30%
Stearns	82	0%
Stevens	53,749	4%
Swift	375,588	28%
Total	1,328,723	100%

4.2 Compliance. A Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the Joint Powers Agreement, bylaws, policies and procedures adopted by the Board.

4.3 Financial Obligation. In addition to grant funding received, members may provide additional direct funding as they may determine from time to time. In addition to, or in lieu of financial support, the members may also contribute services, personnel, or personal property to the CRWA in such amounts as the members may determine from time to time.

4.3.1 Host County. The County hosting the CRWA office may make its contribution in the form of in-kind donations through office space and use of office equipment and supplies.

Article 5 Governance

5.1 Governing Board. A governing board shall be formed to oversee the operation of the CRWA and shall be known as the Board.

5.1.1 Membership. The Board shall be comprised of one representative of each County Board of Commissioners and one elected representative of each Soil and Water Conservation District Board of Supervisors included in this agreement. Each member shall have one equal vote.

5.1.2 Qualifications. Each member of the Board shall be member of each respective unit of government and shall be appointed by the respective unit of government.

5.2 Terms; Vacancies. The term of appointment shall be set by the respective unit of government. The appointing entity shall appoint a designee as soon as a vacancy occurs.

5.3 Officers of the Board. The Board shall elect a Chair, Vice Chair, Secretary/Treasurer from its membership who shall serve two-year terms. The Vice Chair shall assume the role of chair during temporary absence or disability of the chair. Should the chair be succeeded by another appointee during their term of office, the Vice Chair shall serve as chair until the expiration of the chair's term. Should both positions be succeeded prior to the expiration of their terms in such offices, the board shall elect a new chair and vice chair to serve until the following January meeting. Should the office of secretary/treasurer become vacant due to disability of succession the board shall by majority vote to appoint the successor (s). The chair shall preside at all meetings of the board, if present, and shall perform all other duties and functions usually incumbent upon such an officer and all administrative functions usually assigned to them by the board. The secretary/treasurer shall perform such duties and functions usually incumbent upon such an officer and all other functions assigned to them by the board.

5.3.1 Election of Officers. The election of the Officers shall be conducted at the first meeting following January 1 of each even-numbered year.

5.3.2 Executive Board. The executive board herein shall by majority vote,

have the power between meetings to implement ministerial, as opposed to policy, decisions. Said executive board members shall consist of the officers listed in subdivision 5.3, i.e. chair, vice chair, and secretary/treasurer. A quorum of the Executive Board shall consist of a simple majority of the members of the Executive Board.

5.3.3 Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.

5.4 Meetings. The Board shall comply with the Minnesota Statutes Chapter 13D (Open Meeting Law). The Board will meet as set by the board each year.

5.5 Voting. A quorum shall consist of a simple majority of the voting members of the Board. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.

5.6 By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.

5.7 Amendments. This Agreement may be amended from time to time as deemed necessary.

5.8 Records, Accounts and Reports.

5.8.1 Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained at the office of the host.

5.8.2 Receipts and Disbursements. The CRWA will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the CRWA.

5.8.3 Audits. The Board shall have an annual third-party audit of the books and accounts of the CRWA and shall make a file a report to its Members at least once each year.

Article 6 Powers of the Board

6.1 General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

6.2 Specific Powers.

6.2.1 Employees. The Board may employ, train, pay, discipline, discharge and otherwise manage personnel needed to assist the CRWA Board in carrying out its duties and responsibilities. Employees of the Board shall not be considered employees of the Parties to this Agreement for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

6.2.2 Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the CRWA. The board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts and/or agreements let, and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts and/or agreements required by law (i.e. fiscal management, personnel management).

6.2.3 Annual Budget. That the CRWA will operate on grants obtained to carry out its purposes pursuant to Article 2. The annual budget will be dependent on work plans and budgets tied directly to grant agreements. All grant agreements and associated work plans and budgets will be approved by the board and executed by the Board Chair at any time they are received.

6.2.4 Insurance. The Board shall obtain equipment, general liability, public employee's liability, employee dishonesty and faithful performance, workers' compensation, property, and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

6.2.5A Watershed Management Plan. Submittal of the Plan. The CRWA will recommend the plan to the parties of the agreement. The CRWA will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the CRWA will submit the watershed-based plan jointly to BWSR for review and approval.

6.2.5.B. Adoption of the Plan. The parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103 B.

6.3 Additional Resources.

6.3.1 In-kind and direct contributions. The CRWA established by this agreement may also be funded by in-kind and direct contributions. Member counties may provide additional funding in such proportionate amounts from among themselves, and in such total amounts, as they may determine, from time to time. In addition to financial support, the members may also contribute services, personnel, or personal property to the CRWA in such amounts as the members may determine from time to time. Each member is not expected to make any individual contribution unless it is approved by the members.

6.3.2 The CRWA may apply for and accept gifts, grants, or loans of money or other personal property from the United States, the State of Minnesota, or any other body, organization, political subdivision, or person, whether public or private. The board may enter into any agreement required in connection therewith, and hold, used, or dispose of any such money or other property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Article 7

Indemnification and Hold Harmless

7.1 Applicability. The CRWA shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. CRWA shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes 466.

7.2 Indemnification and Hold Harmless. The CRWA shall fully defend, indemnify and hold harmless the Parties, employees, and officials against all claims, losses, liability, suits, judgments, costs, and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the CRWA. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and 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 Section 471.59, Subd. 1 a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Article 8

Withdrawal and Termination

8.1 Withdrawal. A Party shall have the right to withdraw from this agreement and association hereby created, in the following manner:

8.1.1 The board of the withdrawing Party shall pass a resolution declaring its intention to withdraw on December 31 and shall send a certified copy of such resolution to the Chair of the CRWA Executive Board at least 6 months prior notice.

8.1.2 Upon receipt of the resolution of withdrawal, the Chair of the CRWA

Board shall send a copy of said resolution to each Party's Board.

8.1.3 Withdrawal by a Party shall not result in the discharge of any legal or financial liability incurred by such Party before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing county to the approval of the remaining member counties, which approval shall not be unreasonably withheld.

8.1.4 A withdrawing Party shall not be entitled to a refund of funds paid, or forgiveness of funds owed to the CRWA prior to the effective date of withdrawal. A withdrawing member shall not be entitled to the return of any personal property, given, granted or loaned by it to the CRWA unless specified by written agreement.

8.2 Effective Date and Obligations. This agreement and the CRWA created hereby, shall continue indefinitely in full force and effect until all member Parties, or all remaining member Parties, mutually agree to terminate the agreement by joint resolution passed by the member Parties respective Boards. This agreement once approved by the parties will replace the current CRWA agreement.

8.3 Termination. The termination of this agreement shall not act to discharge any liability incurred by the Board or by the Parties during the term of the agreement. Each member shall continue to be responsible for its actions, debts, and duties to the extent required by federal, state, and local law. All property, real and personal, held by the CRWA at the time of its termination, shall be distributed by resolution to the member Counties by percentages pursuant to Article 4.1 The CRWA and the Executive Board shall finally terminate and cease to exist upon the approval of a final report of the Executive Board declaring that all the affairs and obligations of the CRWA have been discharged or otherwise properly concluded.

Article 9
Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the host of the CRWA who will maintain them at the CRWA host office.

In witness whereof, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute 471.59.

APPROVED AS TO FORM:

COUNTY OF CHIPPEWA

County Attorney

Board Chair

Date

Date

ATTEST _____
County Auditor or Administrator

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APPROVED AS TO FORM:

CHIPPEWA SWCD

County Attorney

Board Chair

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

COUNTY OF DOUGLAS

County Attorney

Board Chair

Date

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

DOUGLAS SWCD

County Attorney

Board Chair

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APPROVED AS TO FORM:

COUNTY OF GRANT

County Attorney

Board Chair

Date

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

GRANT SWCD

County Attorney

Board Chair

Date

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

COUNTY OF KANDIYOHI

County Attorney

Board Chair

Date

Date

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APPROVED AS TO FORM:

KANDIYOHI SWCD

County Attorney

Board Chair

Date

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

COUNTY OF POPE

County Attorney

Board Chair

Date

Date

ATTEST _____
County Auditor or Administrator

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APPROVED AS TO FORM:

POPE SWCD

County Attorney

Board Chair

Date

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

COUNTY OF STEVENS

County Attorney

Board Chair

Date

Date

ATTEST _____
County Auditor or Administrator

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APPROVED AS TO FORM:

STEVENS SWCD

County Attorney

Board Chair

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

COUNTY OF SWIFT

County Attorney

Board Chair

Date

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

SWIFT SWCD

County Attorney

Board Chair

Date

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County Auditor or Administrator

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APPROVED AS TO FORM:

COUNTY OF OTTER TAIL

County Attorney

Board Chair

Date

Date

ATTEST _____
County Auditor or Administrator

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APPROVED AS TO FORM:

WEST OTTER TAIL SWCD

County Attorney

Board Chair

Date

Date

ATTEST _____
County Auditor or Administrator