

**JOINT POWERS AGREEMENT
ONE WATERSHED, ONE PLAN FOR THE ROOT RIVER WATERSHED**

Pursuant to Minnesota Statutes Chapter 471.59, this Joint Powers Agreement (this "Agreement") is made and entered into between the following parties:

The Counties of Dodge, Fillmore, Mower, Olmsted, Houston, and Winona (Counties), by and through their respective County Boards of Commissioners; the Dodge, Fillmore, Mower, Olmsted, Root River, and Winona Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Boards of Supervisors; and the Crooked Creek Watershed District, by and through its 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 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 parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Root River Watershed 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 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 Minn. Stat. Sections 103B, 103C, and 103D and with public drainage systems pursuant to Minn. Stat. 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 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," also known as the "One Watershed, One Plan".

WHEREAS, in early 2014, planning partners in this watershed area joined together to submit a nomination to pilot the One Watershed, One Plan in the Root River Watershed. In June 2014, the Root River was selected as one of five major watersheds across the state to pilot this program. The six-county watershed planning area includes those portions of Dodge, Olmsted, Winona, Houston, Fillmore, and Mower counties that drain to the Root River, the Minnesota portion of the Upper Iowa River watershed and the Mississippi-Reno watershed in Houston County. The planning area is shown in Attachment A to this Agreement and encompasses over 1.3 million acres. The pilot program continues to involve a broad range of stakeholders, including governments, state agencies, and community members and organizations as partners in the planning process.

WHEREAS, the parties previously entered into in 2014 a formal agreement through a Memorandum of Agreement for the purpose of planning the BWSR- One Watershed, One Plan for the Root River Watershed. The resulting plan will address the most significant threats to our water resources and the land use practices that provide the greatest environmental benefits to the watersheds.

WHEREAS, with the development of the initial One Watershed, One Plan for the Root River Watershed almost completed, the parties now enter into this Agreement so as to continue the cooperative and collaborative work of the Counties, SWCD's and Crooked Creek with BWSR in an advisory capacity for the continued planning and implementation of One Watershed, One Plan for the Root River Watershed in the future.

WHEREAS, it is understood by all the parties to this Agreement that the One Watershed, One Plan for the Root River Watershed 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.

WHEREAS, it is understood by all parties to this Agreement that the One Watershed, One Plan for the Root River Watershed is intended to provide a framework for consistency and cooperation 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.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Purpose of the Agreement:** The parties to this Agreement recognize that a guiding principle of One Watershed, One Plan for the Root River Watershed is that "implementation will be accomplished through formal agreements among participating local governments on how to manage and operate the watershed." The parties to this Agreement acknowledge "that the purpose of this principle is to provide assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants." [The quoted sections

are from *One Watershed One Plan Operating Procedures for Pilot Watersheds*, Page 13 BWSR June 25, 2014 document.]

The parties working together for the purpose of planning the One Watershed, One Plan for the Root River Watershed, under the 2014 Memorandum of Agreement of the parties, now establish, through this Agreement, the process for the continued planning and the implementation of the Plan as they continue to recognize the importance of planning and implementing protection and restoration efforts for the Root River Watershed on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minn. Stat. Section 471.59.

This Agreement does not establish a joint powers entity but set outs 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.” Minn. Stat. Section 471.59. As is permitted under the joint exercise of powers statute, Minn. Stat. Section 471.59, the parties agree that under this Agreement, and as agreed upon and recommended by the Policy Committee, one or more of the parties may exercise any power common to them on behalf of the other participating units, such as they have done under the Memorandum of Agreement where the Fillmore County SWCD has provided the day-to-day administrative duties of the One Watershed One Plan for the Root River and the Winona County SWCD has been the fiscal agent for the current planning grant.

2. **Term:** This Agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan; and will remain in effect until canceled according to the provisions of this Agreement, unless earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Root River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes 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 Committee to join the One Watershed One Plan for the Root River Watershed and a statement that the qualifying party agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies, and procedures adopted by the Policy Committee.
4. **Procedure for Parties to Leave Membership of the Agreement:** A 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 180 days in advance of leaving the One Watershed, One Plan Root River Watershed. A party that leaves the membership of the Agreement remains obligated to complying with the terms of any grants the One Watershed, One Plan Root River Watershed has at the time of the party's notice to leave membership and is obligated until the grant has ended.

5. General Provisions:

- a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. **Indemnification:** Each respective party to this Agreement shall be liable for the acts of its respective 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 the other respective parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute 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" and it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other party pursuant to Minn. Stat. Section 471.59, Subd. 1a. (a).
- 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. **Data Practices and Records Retention:** 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 party 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:** The parties anticipate that this Agreement will remain in full force and effect until canceled by all parties, unless otherwise terminated in accordance with law or 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 completed.

6. **Structure:** To carry out the coordinated planning, development, and implementation of the One Watershed, One Plan Root River Watershed, the parties agree to continue the structure established under the Memorandum of Agreement, which includes the Policy Committee, the Technical Advisory Committee, and the Planning Workgroup.

a. **The Policy Committee.** The parties agree that the Policy Committee established under the Memorandum of Agreement for the purpose of developing the One Watershed, One Plan shall continue to operate cooperatively and collaboratively, but not as a separate entity, for the purpose of continued planning of, review of, advising on, and coordinating of the implementation of the One Watershed, One Plan Root River Watershed plan. Membership on the Policy Committee shall remain as each party's designated representative. That individual who serves as their respective party's designated representative must be an elected or appointed member of that party's governing board. The governing boards may choose alternates to serve on the Policy Committee from their boards as needed. The Policy Committee will meet quarterly or as needed.

i. Authority of Policy Committee Members: Each representative on the Policy Committee shall have one vote, and, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the party they represent in the following matters: grant applications for grants the Policy Committee has voted to consider which are relevant to the implementation of the One Watershed, One Plan Root River Watershed; interim report review and approval, payments under One Watershed, One Plan Root River Watershed grant(s), professional contracts, and voting on the recommended plan to be submitted to local review and comment process. Each respective Policy Committee member will bring before their respective governing body any grants awarded to the One Watershed, One Plan Root River Watershed for a request to approve the grant(s) awarded. The Policy Committee will follow the bylaws adopted by the Policy Committee and will have the power to modify the bylaws.

ii. Policy Committee Duties:

a. Annual Report: The Policy Committee shall review and approve an annual work plan and budget consisting of an itemized statement of the One Watershed, One Plan Root River Watershed revenues and expenses for the ensuing calendar years which shall be presented to the respective governing boards that are represented on the Policy Committee

- b. Individual Members Duties: Each Policy Committee member will serve as a liaison to their respective governing boards and keep their governing boards regularly informed on the work of the One Watershed, One Plan Root River Watershed.
 - b. **The Technical Advisory Committee**. The parties agree that the Technical Advisory Committee shall continue to provide technical support on the plan implementation to the Policy Committee, including identification of priorities. The Technical Advisory Committee will remain as consisting of the local Planning Workgroup, stakeholders, the state's main water agencies, and/or plan review agencies. The Technical Advisory Committee will meet annually or as needed.
 - c. **The Planning Workgroup**. The parties agree that the Planning Workgroup shall continue and shall consist of local staff, local water planners, local watershed staff, and local SWCD staff for the purposes of logistical and day-to-day decision-making in the implementation process. The Planning Workgroup shall prepare a draft annual work plan and budget consisting of an itemized statement of the One Watershed, One Plan Root River Watershed revenues and expenses for the ensuing calendar year which shall be presented to the Policy Committee for review and approval. The Planning Workgroup will meet quarterly or as needed.
7. **Implementation of the Plan**. The parties agree to adopt and begin implementation of the plan within 120 days of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapter 103B and 103D.
8. **Fiscal Agent**. If a party is not already designated for a specific grant or project, the Policy Committee shall appoint annually one of the parties to the Agreement to be the Fiscal Agent for the One Watershed, One Plan Root River Watershed. Winona County Soil and Water Conservation District will be the initial Fiscal Agent for the purposes of this Agreement. The Fiscal Agent agrees to:
- a. Accept all fiscal responsibilities associated with grant agreements applied for and received by the One Watershed, One Plan Root River Watershed where no fiscal agent is already specifically designated .
 - b. Perform financial transactions as part of contract implementation.

- c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
 - d. Provide the Policy Committee and its members with such records as are necessary to describe the financial condition of the grant agreements the Policy Committee reviews.
 - e. Responsible for fiscal records retention consistent with the Fiscal Agent's records retention schedule until termination of this Agreement. At that time, the fiscal records will be turned over to the Day-to-Day Contact.
9. **Day-to-Day Contact.** If a party is not already designated for a specific grant or project, the Policy Committee shall appoint annually one of the parties to the Agreement to be the Day-to-Day Contact to be the point of contact for and handle the day-to-day administrative work of the One Watershed, One Plan Root River Watershed. The parties agree that for the first year of this Agreement, Fillmore County Soil and Water Conservation District will handle this function and continue thereafter until and unless the Policy Committee appoints a different Day-to-Day Contact.. The party that is the Day-to-Day Contact agrees to provide the following to the One Watershed, One Plan Root River Watershed for the purposes of this Agreement:
- a. Handle all day-to-day administrative responsibilities associated with the ongoing planning and implementation of the One Watershed, One Plan Root River Watershed.
 - b. Be the day-to-day contact for the current One Watershed, One Plan Root River Grant Agreement and Plan and any subsequent grant agreements the One Watershed, One Plan Root River Watershed may receive.
 - c. Be responsible for the BWSR and other grant reporting requirements (ELink).
 - d. Assist the Policy Committee with the administrative details to oversee future planning and implementation of the watershed-based plan.
 - e. Maintain the One Watershed, One Plan Root River Watershed website and perform other duties to keep the Policy Committee, the Technical Advisory Committee, and the Planning Workgroup informed about the implementation of the watershed-based plan.

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

Dodge County
County Administrator
22 6th Street South
Mantorville, MN 55955
Telephone: (507) 635-6239

Dodge SWCD
District Manager
916 2nd Street SE
Dodge Center, MN 55927
Telephone: (507) 374-6364

Fillmore County
County Coordinator
101 Fillmore Street, PO Box 466
Preston, MN 55965
Telephone: (507) 765-4566

Fillmore SWCD
District Administrator
900 Washington Street NW
Preston, MN 55965
Telephone: (507) 765-3878

Houston County
County Auditor
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5800

Root River SWCD
District Manager
805 North Hwy 44/76, Suite 1
Caledonia, MN 55921
Telephone: (507) 724-5261

Mower County
County Coordinator
201 1st Street NE
Austin, MN 55912
Telephone: (507) 437-9494

Mower SWCD
District Manager
1408 21st Avenue NW, Suite 2
Austin, MN 55912
Telephone: (507) 434-2603

Olmsted County
County Administrator
151 4th Street SE
Rochester, MN 55904
Telephone: (507) 328-6001

Olmsted SWCD
District Director
2122 Campus Drive SE, Suite 200
Rochester, MN 55901
Telephone: (507) 328-7130

Winona County
County Administrator
177 Main Street
Winona, MN 55987
Telephone: (507) 457-6355

Winona SWCD
District Manager
400 Wilson Street, PO Box 39
Lewiston, MN 55952
Telephone: (507) 523-2171

Crooked Creek Watershed District
805 North Hwy 44/76, Suite 1
Caledonia, MN 55921
Telephone: (507) 724-5261

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. *(Repeat this page for each participant)*

[INSERT NAME OF ENTITY]: FILLMORE COUNTY

APPROVED:

BY: RANDY DAHL 1/10/2017

Board Chair

Date



BY: BOBBIE VICKERMAN 1/10/2017

County Administrator/Coordinator or
District Manager/Director/Administrator

Date



APPROVED AS TO FORM

BY: BRETT CORSON 1/10/2017

County Attorney

Date

APPROVED AS TO EXECUTION

BY: Brett Corson 4/4/17

County Attorney

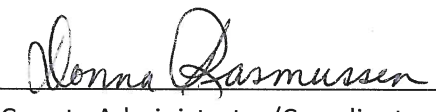
Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. ***(Repeat this page for each participant)***

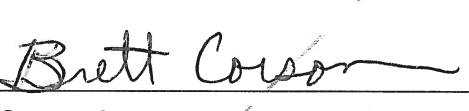
[INSERT NAME OF ENTITY]: Fillmore Soil & Water Conservation District

APPROVED:

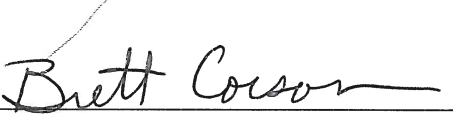
BY:  1-12-2017
Board Chair Date

BY:  1/12/2017
County Administrator/Coordinator or Date
District Manager/Director/Administrator

APPROVED AS TO FORM

BY:  1/23/17
County Attorney Date

APPROVED AS TO EXECUTION

BY:  1/23/17
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Dodge Soil and Water Conservation District

APPROVED:

BY: Larry Schuler 1-19-17
Board Chair Date

BY: William King 1/19/17
District Manager Date

APPROVED AS TO FORM

BY: _____
County Attorney Date


APPROVED AS TO EXECUTION

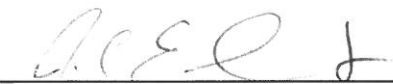
BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

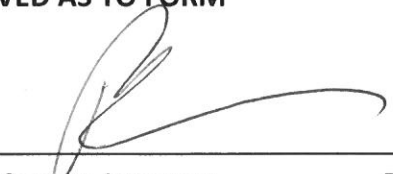
Dodge County

APPROVED:

BY:  4/28/2017
Board Chair Date

BY:  4/28/17
County Administrator Date

APPROVED AS TO FORM

BY:  5/2/2017
County Attorney Date

APPROVED AS TO EXECUTION

BY:  5/2/2017
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

(INSERT NAME OF ENTITY): Root River SWCD

APPROVED:

BY: Matthew W. Feld 1/11/2017
Board Chair Date

BY: D. Walker 1/11/17
District Manager Date

APPROVED AS TO FORM

BY: [Signature] 1-18-17
County Attorney Date

APPROVED AS TO EXECUTION

BY: [Signature] 1-18-17
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.


(INSERT NAME OF ENTITY): Houston County

APPROVED:


BY:  1-10-17
Board ^{Vice} Chair Date

BY: Charlene McMein 1-10-2017
County Auditor Date

APPROVED AS TO FORM

BY:  1-10-17
County Attorney Date

APPROVED AS TO EXECUTION

BY:  1-10-17
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. *(Repeat this page for each participant)*


MOWER SOIL AND WATER CONSERVATION DISTRICT

APPROVED:


BY:  2-8-17
Randy Smith Mower SWCD Board Chair Date

BY:  2-8-2017
Justin Hanson Mower SWCD Manager Date

APPROVED AS TO FORM

BY:  2-13-17
County Attorney Date

APPROVED AS TO EXECUTION

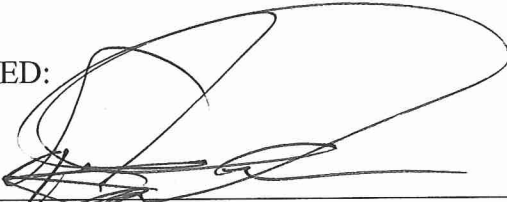
BY:  2-13-17
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. (Repeat this page for each participant)

MOWER COUNTY


APPROVED:

BY:


Board Chair

1-10-17
Date

BY:


County Administrator/Coordinator or
District Manager/Director/Administrator

1-10-17
Date

APPROVED AS TO FORM

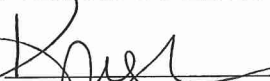
BY:


County Attorney

1-12-17
Date

APPROVED AS TO EXECUTION

BY:


County Attorney

1-12-17
Date

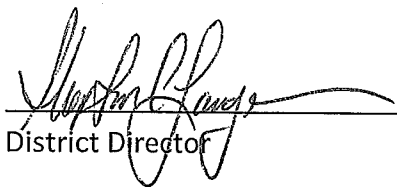
IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Olmsted Soil and Water Conservation District

APPROVED:



BY: acting chair 2-23-17
Board Chair Date



BY: 2/23/17
District Director Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

APPROVED AS TO EXECUTION

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Olmsted County

APPROVED:

BY: Kenneth Brown 3-7-17
Board Chair Date

BY: [Signature] 3-7-17
County Administrator Date

APPROVED AS TO FORM

BY: [Signature] 3/13/2017
County Attorney Date

APPROVED AS TO EXECUTION

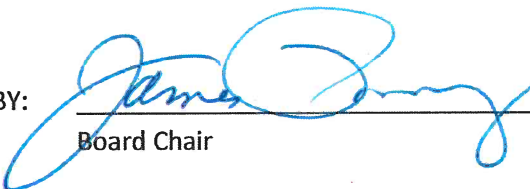
BY: [Signature] 3/13/2017
County Attorney Date

Brent Eliot Walz
Civil Team Lead Attorney
Olmsted County Attorney's Office
151 4th Street SE
Rochester, MN 55904

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. *(Repeat this page for each participant)*


[INSERT NAME OF ENTITY]: Winona County

APPROVED:

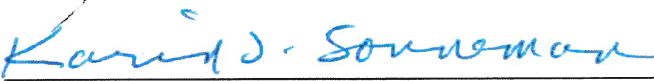
BY:  2-22-17
Board Chair Date

BY:  2-22-17
County Administrator/Coordinator or Date
District Manager/Director/Administrator

APPROVED AS TO FORM


BY: February 14, 2017
County Attorney Date


APPROVED AS TO EXECUTION

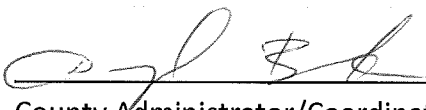
BY:  2-14-2017
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers. *(Repeat this page for each participant)*

Winona County Soil and Water Conservation District

APPROVED:

BY:  2-8-17
Board Chair Date

BY:  2-8-17
County Administrator/Coordinator or Date
District Manager/Director/Administrator

APPROVED AS TO FORM

BY: Kaia J. Sonnemond 2/14/17
County Attorney Date

APPROVED AS TO EXECUTION

BY: Kaia J. Sonnemond 2/14/17
County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

(INSERT NAME OF ENTITY): Crooked Creek Watershed District

APPROVED:

BY: Tim McCormick 1-13-17
Board Chair Date

BY: BB Sauer 1-13-17
Watershed Administrator Date

APPROVED AS TO FORM

BY: [Signature] 1-18-17
County Attorney Date

APPROVED AS TO EXECUTION

BY: [Signature] 1-18-17
County Attorney Date

Attachment A

