

**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT
JOINT POWERS AGREEMENT
BETWEEN
Three Rivers Park District
AND
Bassett Creek Watershed Management Commission**

1. PARTIES

Bassett Creek Watershed Management Commission (hereinafter referred to as “the Commission”) and the Three Rivers Park District (hereinafter referred to as “the Park District”), both being governmental units of the State of Minnesota, and acting through their respective governing bodies, hereby enter into this Joint Powers Agreement (“Agreement”). The Commission and the Park District from time to time may be referred to hereinafter as “the parties.”

2. PURPOSE

The Park District and the Commission recognize that intergovernmental cooperation in preventing degradation of aquatic resources, assessing the quality of Medicine Lake in the Bassett Creek Watershed, and implementing the Medicine Lake TMDL plan is in the mutual interest of the citizens of Hennepin County and the metropolitan area. The parties enter into this Agreement to facilitate the improvement of Medicine Lake water quality through the implementation of the Medicine Lake TMDL, and to assess the quality of the lake as implementation proceeds.

3. AUTHORITY

The parties enter into this Agreement pursuant to Minn. Stat. § 471.59, regarding joint exercise of powers which allows two or more governmental units, by agreement entered into through action of their governing bodies, to 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. This Agreement provides for the cooperative undertaking of a project and does not involve the creation of a joint board.

4. DUTIES OF THE PARK DISTRICT

In recognition of the staff resources and capabilities of the Park District, the Park District will be responsible for all of the following:

- a. Completion of an early season assessment to determine herbicide treatment areas for control of curly-leaf pondweed (“CLP”) in Medicine Lake with GPS coordinates of areas in need of treatment.
- b. Completion of spring and fall littoral zone aquatic plant surveys to monitor native macrophyte response to the CLP control program in Medicine Lake.

- c. Monitoring of Medicine Lake water quality bi-weekly from May through September for comparison to MPCA state water quality standards.
- d. Participation in a project advisory capacity to guide the project implementation and review project results.
- e. Adhering to a performance criteria that ensures that all work meets the requirements of the Minnesota Department of Natural Resources (“DNR”) approved permit for control of CLP in Medicine Lake.
- f. Providing a cash contribution of 17% of the non-grant covered cost of the CLP treatment contract up to a maximum amount of \$5,100/year. An amendment to the Agreement will be required if the TRPD project contribution is estimated to exceed \$5,100. Reimbursement shall be upon an invoice submitted by the Commission.

5. DUTIES OF THE COMMISSION

In recognition of the staff resources and capabilities of the Commission, the Commission will be responsible for all of the following:

- a. Coordinating the development and implementation of a CLP control strategy for Medicine Lake, as per the approved Medicine Lake TMDL implementation plan.
- b. Coordinate the permitting process with the DNR and securing a contractor for performing an herbicide treatment to control CLP in Medicine Lake.
- c. Ensuring compliance with monitoring and evaluation requirements outlined in DNR’s approved permit for controlling CLP.
- d. Coordinating communications with all affected parties regarding the treatment and securing funding from the parties to this Agreement.
- e. Providing the additional funding beyond what the municipalities, grants, and the Park District provide to support the Medicine Lake CLP control project, consistent with the approved cost-share policy at the time of approval of this Agreement.

6. AMENDMENT

Any amendment to this Agreement must be in writing and approved by the Commission and the Park District. The parties shall have full power to amend this Agreement to add or delete items from the scope of this Agreement upon such terms as are agreed to between the parties.

7. LIABILITY

Each party to this Agreement shall be responsible for maintaining its own insurances and shall be responsible for its own acts and omissions. Neither party is agreeing to be responsible for the acts of the other under this Agreement. This Agreement provides for the undertaking of a cooperative activity and the parties shall be deemed a single governmental unit for the purposes of liability as provided in Minn. Stat. § 471.59, subd. 1(a). Nothing herein shall be interpreted as waiving any exception from or limitation on liability available to either party under Minn. Stat., Chap. 466 or other law.

8. TERMINATION

This Agreement will terminate upon completion of the Medicine Lake CLP Control Project in 2018. Notwithstanding, either party may terminate this Agreement for any reason by providing 90 days written notice to the other party. In the event of termination, the Park District will pay pro rata for that portion of the CLP Control Project completed in accordance with Section 5.

IN WITNESS WHEREOF, the parties have caused this joint powers agreement to be executed and it shall be effective as of the date of signature of the last party to the Agreement.

**Basset Creek Watershed Management
Commission**

Dated: _____, 2018

Chair

Secretary

Three Rivers Park District

Dated: _____, 2018

John Gunyou, Chair

Boe Carlson, Superintendent/Secretary to the Board