



STATE OF MINNESOTA

Office Memorandum

DEPARTMENT Natural Resources

SOIL & WATER CONSERVATION BOARD

TO : Secretary of State &
County Attorney @ Lake, Cook, S. St. Louis Counties

DATE: July 15, 1977

FROM : Michael J. Flitter, *MJF*
Regional S&WCBd. Representative
Region Two, Grand Rapids, Mn

PHONE: 218-326-8307

SUBJECT: CZM Joint-Powers Agreement

RECEIVED

JUL 25 1977

SECRETARY OF STATE

The Coastal Zone Committee of Soil & Water Conservation Districts, (John Twiest, Bill Aho & Frank Svercl) has asked me to furnish your offices with copies of the Joint-Powers Agreement finalized by the Committee. Counties have previously reviewed copies of this document, and this final draft (white) is your file copy.

Originals are held by the Chairman of each SWCD.

The yellow document is a rough draft of their proposal to assist local governments in implementation of CZM activity with professional soil science help, again this is a rough draft, not the final proposal. Copies of the documents have been provided to CZM-PAC members, and county commissioners.

STATE OF MINNESOTA
DEPARTMENT OF STATE

FILED
JUL 25 1977

John Anderson
Secretary of State

30868

A
PROPOSAL

to the Minnesota Coastal Zone Management Offices,

State Planning Agency,

to fund the

"COASTAL ZONE AREA
COMMITTEE OF

SOIL AND WATER CONSERVATION DISTRICTS

The Soil and Water Conservation Districts of Lake, Cook, and South St. Louis, under the authority granted to them by Minnesota Statute, Chapter 40, and the Joint Exercise of Powers Act - M.S.A. 471.59, have formed the "Coastal Zone Area Committee of Soil and Water Conservation Districts" to assist in implementation of the Coastal Zone Management Plan of the State of Minnesota, relating to soil based uses, regarding the "Permissible Use: Guidelines for Management and Development-Soils" document section.

This inter-local cooperation has become increasingly important for local government to maintain that independence and vitality which has made Soil and Water Conservation Districts the "grassroots" of natural resources management in the United States.

This inter-local cooperation gives all partners an equal share in the decision making of the cooperative effort defined in the Coastal Zone Management Plan of the State of Minnesota, without regard to size, assessed valuation, population, or other factors that might give one partner an advantage over another. Being voluntary, districts may withdraw if the conditions and results of the cooperation are not to their liking.

Under this Soil and Water Conservation District proposal, no new government levels are created and none are eliminated. Citizens still retain control over the functions of the "Coastal Zone Management SWCD Committee" through their elected and appointed local government officials.

This proposal will allow the Coastal Zone Management Plan to be implemented on a local flexible and versatile level.

In this proposal, where the existing levels of government are sensitive to local needs, citizen ideas can add touches of originality and common sense to the implementation of the Coastal Zone Management Plan.

This comprehensive, full-time cooperation of districts will necessitate the hiring of new employees, purchasing of new equipment and capital expenditure for housing and transportation.

The Joint Powers Agreement creates a three (3) member "committee of directors" to govern the "Coastal Zone Management Area Committee of SWCD Districts." The employees would be responsible to the committee, not to individual communities. As governmental employees, the conditions of their employment, and any provisions of the legislation authorizing the cooperation of the Coastal Zone Management Area Association of Soil and Water Conservation Districts.

The "Coastal Zone Management Area Committee of Soil and Water Conservation Districts" hereby requests funds:

- (1) to establish a "CZM-SWCD" office in a central north-shore location,
- (2) to supply the needed office and technical equipment,
- (3) to fund a full-time professional natural resources manager, soil scientist and a clerk,
- (4) travel expenses for professional staff and,
- (5) for per diem and travel expenses as necessary for the regular and alternate members of the committee of directors.

The committee requests these funds in the form of a Grant-in-Aid to the Coastal Zone Management Area Committee of Soil and Water Conservation Districts from the Office of Coastal Zone Management - National Oceanic and Atmospheric Administration, via the Minnesota lead agency for Coastal Zone Management (Minnesota State Planning Agency - office of Coastal Zone Management).

FUNCTIONS OF
THE
COASTAL ZONE AREA COMMITTEE OF
SOIL AND WATER CONSERVATION DISTRICTS
OFFICE STAFF

In order to implement the Coastal Zone Management Plan, the committee staff and directors will

1. serve as technical advisors on soil conservation matters to elected and appointed local government officials,
2. perform on-site technical soil investigations,
3. interpret the Coastal Zone Soil Survey and develop capability evaluations requested on the basis of that survey,
4. analyze conservation practices needed to reduce erosion to a technically tolerable level, and to see funds from various sources to accomplish this erosion control, and
5. design measures to involve the public in Coastal Zone Management Plan implementation,
6. act as educational agents to keep the public fully aware of the plans and needed implementation measures,
7. perform other duties as requested by members of the committee and various units of government.

ESTIMATE OF ANNUAL COST

(1 9 7 7 DOLLARS)

\$5000.00	ORIGINAL OUTLAY (DESKS, FILE, ETC.)
\$1200.00/MO.	PROFESSIONAL SALARY & EMPLOYEE BENEFITS
\$ 600.00/MO.	CLERICAL SALARY (PLUS EMPLOYEE BENEFITS)
\$ 300.00/MO.	OFFICE RENT (WITH CLAUSE FOR INCREASE)
\$ 100.00/MO.	TRAVEL EXPENSES
\$ 200.00/MO.	EXPENSES FOR BOARD OF DIRECTORS

TOTAL:

<u>\$5000.00</u>	ORIGINAL EXPENSE
<u>\$2600.00/MO.</u>	MONTHLY EXPENSES
<u>\$32,600.00</u>	ANNUAL EXPENSES (AND BENEFITS FOR EMPLOYEES)

COASTAL ZONE AREA

SOIL AND WATER CONSERVATION DISTRICTS

JOINT POWER AGREEMENT

THIS JOINT POWERS AGREEMENT, made and entered into by and between the LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT, the COOK COUNTY SOIL AND WATER CONSERVATION DISTRICT and the SOUTH ST. LOUIS COUNTY SOIL AND WATER CONSERVATION DISTRICT. All soil and water conservation districts of the State of Minnesota established pursuant to Minnesota Statutes Chapter 40, and all acting by and through their respective district boards of supervisors.

WITNESSETH THAT:

WHEREAS, Minnesota Statutes Chapter 40 provides for the establishment of soil and water conservation districts as governmental subdivisions of the State of Minnesota, and further provides that the supervisors of any two or more such districts may cooperate with one another in the exercise of any or all powers conferred by Chapter 40; and

WHEREAS, Minnesota Statutes 471.59, as amended, authorizes two or more governmental subdivisions, by agreement entered into through action of their governing bodies, to jointly and cooperatively exercise any power common to the contracting parties; and

WHEREAS, each of the parties hereto desires to enter into such a joint powers agreement, and has, through the actions of its respective board of supervisors, been duly authorized to enter into this joint powers agreement for such purposes as are hereinafter stated;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do covenant and agree, pursuant to the provisions of M.S. Chapter 40, M.S. 471.59, and all other applicable statutes, rules and regulations, each for themselves and their respective successors and assigns, as follows:

SECTION I - AUTHORIZATION: EFFECTIVE DATE

Each party hereby certifies that authority to enter into this Agreement has been established by a duly passed resolution of its respective Board of Supervisors, pursuant to M.S. 471.59. This Agreement shall become effective upon the signature of all three duly authorized parties, and shall continue in force until such time as it is terminated or modified as provided herein.

SECTION II - NAME OF BODY JOINTLY FORMED

The body established hereunder shall be known as the "committee of Coastal Zone Soil and Water Conservation Districts", herein referred to as the committee.

SECTION III - GENERAL PURPOSE

The purpose of this Agreement is to establish a committee to assist the member districts in fulfilling such duties and responsibilities as may arise out of any activities, projects, or obligations the association shall choose to undertake on behalf of its members pursuant to Coastal Zone Management Act of 1972, P.L. 92-583. With respect to such Coastal Zone Management activities, projects, or obligations, the committee shall aid, advise, and coordinate the operations of its member districts, and shall perform such activities and exercise such powers on behalf of its member districts as are specified in Section V herein, or as are specified by amendment hereto.

The committee agrees to assist in the administration of the Coastal Zone Management Law, on a local level, by providing (a) staff person (s) to work at the local government level, through Ch. 40, to facilitate land management. This aid would take the form of advice and technical assistance to local governments, including zoning administration, and others, in Soil and Water Conservation Districts activity such as Soil Survey use.

The staff person (s) would be housed in a location best suited to servicing the Coastal Zone.

SECTION IV - FINANCES

Subd. (1) The committee established by this Agreement shall be funded by Coastal Zone Act monies. In addition to, financial support from Coastal Zone Management, any or all of the member districts may also contribute services, personnel, or property, both real and personal, to the association in such amounts as the member districts may determine from time to time by joint resolution.

Subd. (2) The committee may seek, and if offered, may accept, additional funding in order to fulfill the purpose specified in Section III herein.

Subd. (3) Title to any property acquired by the association shall be held in the name of the committee.

Subd. (4) The committee's method of disbursing funds shall agree as far as practicable with the method provided by law for the disbursement of funds by the member districts.

Subd. (5) Contracts let, and sales and purchases made by the association shall conform to the requirements applicable to the contracts, sales and purchases of the member districts.

Subd. (6) The committee shall provide for the strict accountability of all funds and for the accurate reporting of all receipts and disbursements.

SECTION V - COMMITTEE OF DIRECTORS

Sub-Section A. (Organization) A Committee of Directors is hereby created as the governing body of the CZM-SWCD's. y

Subd. (1) Not later than thirty (30) days after the effective date of this Agreement, the Board of Supervisors of each member district shall, by resolution, appoint one regular director and one alternate director to the Committee of Directors.

Subd. (2) Each regular and alternate director shall be a member of the Board of Supervisors of the district he represents at the time of his appointment and throughout his tenure in office.

Subd. (3) The term of office of each regular and alternate director shall commence at such time as the appointing resolution designates, and shall continue through December 31, 1978. Thereafter, all regular and alternate directors shall be appointed for one year terms commencing on the first day of January of each year, provided however, that each director shall continue in office until his successor has been duly appointed. There shall be no limit to the number of successive terms a director may serve.

Subd. (4) The preceding Subdivision notwithstanding, all regular and alternate director shall serve at the pleasure of the Board of Supervisors which appointed them and may be removed by resolution of such Board of Supervisors at any time, with or without cause.

Subd. (5) If the office of any regular or alternate director becomes vacant, the vacancy shall be filled by appointment by the Board of Supervisors in whose district the vacancy has occurred. Said appointment shall occur within thirty (30) days of the existence of the vacancy. The office shall be deemed vacant under the conditions specified in M.S. 351.02, or if a director fails to meet qualification requirements specified in Section V., Sub-Section A., Subd. (2) of this Agreement.

Subd. (6) At its first meeting, the Committee of Directors shall elect from among its members a Chairman, a Vice-Chairman, and a Secretary-Treasurer. All such officers of the committee shall hold their offices through December 31, 1978. Thereafter, successor officers shall be elected by the committee from among its members for one year terms. Vacancies occurring in an office during a term shall be filled by the committee through a special election. There shall be no limit to the number of successive terms an officer may serve. The Chairman, the Vice-Chairman and the Secretary-Treasurer shall perform such duties and exercise such powers as shall be assigned to them by committee resolution or by-law. Any officer may be removed from his office during his term, for good cause, by committee resolution.

Subd. (7) The Committee of Directors shall meet regularly at such times and at such places as the committee shall designate by resolution or by-law. Special meetings may be held from time to time upon the call of the Chairman, or of any other members of the committee.

Subd. (8) A majority of the regular directors shall constitute a quorum for all regular and special meetings of the Board of Directors. In the absence of a quorum, a meeting shall be adjourned. In the event a regular director cannot be present at a meeting, his place may be taken by his alternate who may appear and exercise all the powers of such regular director, provided however, that if the regular director is also an officer of the Board, the alternate director shall exercise none of the powers or responsibilities incident to such office. Each regular director, or his alternate shall be entitled to cast one vote on any matter before the board.

Subd. (9) In the event state law requires that a matter coming before the committee of directors for action be dealt with by a committee consisting of two representatives from each member district, the committee shall thereupon establish a second, six member committee in the following manner. The determination of the necessity for a six member committee shall be made by the regular three member committee at a regular or specially scheduled meeting.

The resolution calling for a six member committee shall specify clearly the nature of the problem to be dealt with or the action to be taken, and shall specify the time and place the six member committee shall meet. The six member committee shall consist of the three regular directors and the three alternate directors. Once the six member committee has met pursuant to the resolution referred to herein, it may continue to meet from time to time until the matter requiring its attention has been dealt with satisfactorily. The officers of the three member committee shall also serve as officers of the six member committee. A majority of the six member committee shall constitute a quorum, and any action within the specifically delegated authority of the six member committee, or arising by necessary implication from such specifically delegated authority, shall be taken only upon the unanimous vote of the members present. Each of the six members shall be entitled to cast one vote. The six member committee may regulate such of its actions as are not specified herein, by resolution or by-law. Notwithstanding the existence of the six member committee, the three member Board may continue to meet at its regularly and specially scheduled places and times in order to continue performing all such duties of the association as shall not require a six member Board. The existence of the six member committee may be terminated upon the conclusion of the matter calling for its establishment by a majority vote of the three member committee at a regularly or specially scheduled meeting of the three member Board.

Sub-Section B. (Powers) With respect to those activities, projects, or obligations the committee shall choose to undertake on behalf of its member districts pursuant to Coastal Zone Management Law, the Committee Directors, shall exercise on behalf of all member districts, all powers granted to the several member districts by M.S. Chapter 40, as amended, provided however, that the committee shall only exercise such of the powers granted as are appropriate to the responsibilities of the respective Boards. The powers granted shall include those hereinafter specified, but the express grant or enumeration of powers shall not be deemed to preclude or limit the grant of any other power provided for by this Sub-Section. The respective committee directors shall not exercise any of the powers granted or enumerated herein for any purpose, activity, project, or obligation beyond the scope of the purpose specified in Section III herein, except as authorized by amendment hereto.

Subd. (1) The Committee may sue and be sued.

Subd. (2) The Committee may make and enter into any contract, joint powers agreement lease, or any other legal instrument, necessary or proper for the exercise of its powers or the accomplishments of its purposes.

Subd. (3) The Committee may adopt by-laws and establish rules and regulations

Subd. (4) The Committee may receive and expend funds.

Subd. (5) The Committee may employ, train, pay, discipline, discharge and otherwise manage personnel needed to assist the committee in carrying out its duties and responsibilities.

Subd. (6) The Committee may apply for and accept gifts, grants, or loans of money, or other property, real and personal, from the United States, the State of Minnesota, or any other body, organization, political subdivision or person, whether public or private. The Committee may enter into any agreement required in connection therewith, and may hold, use and dispose of any such money, or other property, in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

Subd. (7) The Committee may make any gift, grant, or loan required or permitted by M.S. Chapter 40, as amended.

Subd. (8) The Committee may engage in any planning, advising, organizing, coordinating, or administering necessary or proper for the exercise of its powers or the accomplishment of its purpose.

Subd. (9) The Committee may prepare a budget and request funding from the National Oceanic and Atmospheric Administration, Office of Coastal Zone Management, for the support of its activities.

Subd. (10) The Committee may exercise all powers arising by necessary implication from the powers enumerated and otherwise expressed herein.

SECTION VI - DEFAULT

The breach of any material term of this Agreement by a member district shall constitute a default by such member. Upon such a default, the nondefaulting member districts may, by unanimous joint resolution, expel the defaulting member district, or districts, from the Committee. The financial and legal consequences of expulsion shall be the same as those resulting from a member's voluntary withdrawal from membership in the Committee.

SECTION VII - AMENDMENTS

This Agreement may be amended only by the unanimous action of the member districts, which action shall take the form of a joint resolution passed by each member district's Board of Supervisors.

SECTION VIII - WITHDRAWAL

Any member district shall have the right to withdraw from this Agreement, and the association hereby created, in the following manner.

Subd. (1) The Board of Supervisors of the withdrawing district shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than ninety days from the date of the resolution, and shall send a certified copy of such resolution to the Chairman of the Directors (of the committee), and the Chairman of the State Soil and Water Conservation Board, not less than ninety days before the effective date of withdrawal.

Subd. (2) Upon receipt of the resolution of withdrawal, the Chairman of the Directors shall send a copy of said resolution to each member district's Board of Supervisors.

Subd. (3) A member districts withdrawal shall not operate to terminate this Agreement.

Subd. (4) Withdrawal by a member district shall not result in the discharge of any legal or financial liability incurred by such member districts before the effective date of the withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing district to the approval of the remaining member districts, which approval shall not be unreasonably withheld.

Subd. (5) A withdrawing district shall not be entitled to a refund of funds paid, or forgiveness of funds owed, to the committee prior to the effective date of withdrawal. A withdrawing member shall not be entitled to a return of any other property, real or personal, given, granted, leased, or loaned by it to the committee unless such gift, grant, lease, or loan, was made contingent upon said district's continued membership in the association. All such property not returned at the time of said districts withdrawal shall be dealt with as provided by Section IX.

SECTION IX - TERMINATION

Subd. (1) This agreement, and the committee created hereby, shall continue indefinitely in full force and effect until the occurrence of either of the following events: (a) Two districts withdraw from the Agreement, either concurrently or at different times, pursuant to Section VIII of this Agreement; or (b) All districts mutually agree to terminate the Agreement by joint resolution passed by the member districts respective Boards of Supervisors.

Subd. (2) The termination of this Agreement shall not act to discharge any liability incurred by the committee or the several member districts. Each member district shall continue to be responsible for its actions, debts, and duties to the extent required by federal, state, and local law. After the effective date of termination, the (committee of) Directors shall continue to exist for the limited purpose of discharging the committee's debts, and liabilities settling its affairs, and disposing of its property. All property, real and personal, held by the committee at the time of termination, shall be distributed among the past and current members of the committee as their proportional interests may appear, with due regard to the requirements of M.S. 471.59, Subd. (5). The committee shall finally terminate and cease to exist upon the approval of a final report, (of the Committee) passed by unanimous vote of its members, declaring that all the affairs of the committee have been discharged, or otherwise properly concluded.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

COOK SOIL AND WATER CONSERVATION DISTRICT

BY: Clarence R. Thompson
Chairman, Board of Supervisors

Date: May 31, 1977

AND BY: Donald L. Finn
Secretary, Board of Supervisors

Date: May 31, 1977

Pursuant to a Resolution Passed by the District's Board of Supervisors

on May 31, 1977.

LAKE SOIL AND WATER CONSERVATION DISTRICT

BY: William D. Aho
Chairman, Board of Supervisors

Date: May 24, 1977

AND BY: Axel Jensen
Secretary, Board of Supervisors

Date: _____

Pursuant to a Resolution Passed by the District's Board of Supervisors

on May 11, 1977.

SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT

BY: Albert L. Moline
Chairman, Board of Supervisors

Date: May 20, 1977

AND BY: Leo Turtinen
Secretary, Board of Supervisors

Date: May 20, 1977

Pursuant to a Resolution Passed by the District's Board of Supervisors

on May 9, 1977.

CZM- SWCD Joint Powers con't.

(9)

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

COOK SOIL AND WATER CONSERVATION DISTRICT

BY: Clarence R. Thompson
Chairman, Board of Supervisors

Date: May 31, 1977

AND BY: Ronald V. Tamm
Secretary, Board of Supervisors

Date: May 31, 1977

Pursuant to a Resolution Passed by the District's Board of Supervisors on May 31, 1977.

LAKE SOIL AND WATER CONSERVATION DISTRICT

BY: William D. Ald
Chairman, Board of Supervisors

Date: May 24, 1977

AND BY: Al P. Jensen
Secretary, Board of Supervisors

Date: June 9, 1977

Pursuant to a Resolution Passed by the District's Board of Supervisors on May 11, 1977.

SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT

BY: Albert L. Molini
Chairman, Board of Supervisors

Date: May 20, 1977

AND BY: Bob Suetterlin
Secretary, Board of Supervisors

Date: 5-20-77

Pursuant to a Resolution Passed by the District's Board of Supervisors on May 9, 1977.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 25 1977
John Anderson Brown
Secretary of State