

**JOINT POWERS AGREEMENT  
BETWEEN SHERBURNE COUNTY/SWCD AND CITY OF PRINCETON  
Adopt a Drain Program**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of August, 2021, (the “Effective Date”) by and between the Sherburne Soil and Water Conservation District, (“SWCD”), and the Municipality/County of Princeton (“Municipality”).

**WHEREAS**, SWCD and the Municipality have vested interests in improving water quality in our County; and

**WHEREAS**, the Municipality has identified drains that take surface waters from the roads and discharge into the waters of the County; and

**WHEREAS**, both parties to this agreement seek to engage the public in the protection of the waters of the County through a program called “Adopt a Drain” which SWCD is interested in facilitating; and

**WHEREAS**, Minn. Stat. § 471.59 authorizes the SWCD and the Municipality to enter into an agreement for the joint exercise of powers and the sharing of resources; and

**WHEREAS**, SWCD and the Municipality agree that cooperating is in the best interest of the public, and therefore enter into this Agreement to identify the responsibilities and obligations of each of the parties in this cooperative effort.

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the parties agree as follows:

1. Purpose. The parties enter into this Agreement for the purpose of facilitating the program known as Adopt a Drain.
2. Term. Notwithstanding the date of the signatures of the parties, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate as set forth in this agreement.
3. Duties of the Municipality.
  - 3.1. Identification of Drains. By entering into this agreement, the Municipality agree to allow SWCD to operate a program that provides for the adoption of a drain by citizens on roads under the Municipality’s authority. The Municipality shall provide information in a format that is mutually agreeable to both parties which identifies their road system and the drains that flow into the waters of the County that would be eligible for “adoption”. The Municipality shall promote on their website information on the Adopt A Drain program. The Municipality will also allow signage to be constructed within the ROW to identify the citizens who have adopted the drain. Any erection of the signage shall be coordinated between SWCD and the Municipality’s street department to comply

with County State Aid Standards and to minimize any interference with utility usage. The Municipality agree to waive any costs associated with the process for approval of the placement of the signage and will issue any necessary permits or approvals for the signage.

3.2 Payment– Municipality Involvement. There shall be no out of pocket expenses incurred by the Municipality for its involvement in this agreement

3.3 Maintenances. The SWCD shall be responsible for the erection of any signage, the maintenance and removal of any signage. The Municipality shall notify SWCD of any damage to the signage.

4. Duties of the County SWCD.

4.1 Program Administration. SWCD and the Municipality shall solicit citizens to become involved in the Adopt a Drain program. SWCD shall administer the program including provision of any signage, the erection/maintenance/removal of any signage, the coordination with the Municipality of placement of any signage; the provision to the Municipality of information regarding the program for the Municipality to place on its website; obtaining the waivers of liability for citizen volunteers and provision of safety guidelines, and other related efforts regarding the program. SWCD will provide to the Municipality a contact name for the administration of the program. SWCD will be responsible for any costs incurred in the administration of the program.

5. General Provisions.

5.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

5.2 Cooperation. The parties agree to cooperate to further the Adopt A Drain program to the extent feasible and to the extent permitted by law. The parties further agree to cooperate in resolving any disputes the parties may have.

5.3 Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing.

5.4 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by certified mail to the other party as follows:

To SWCD: Francine Larson, District Manager

To the Municipality: City of Princeton  
City Administrator  
705 2<sup>nd</sup> Street North  
Princeton, MN 55371

5.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Sherburne.

5.6 Disbursement of Property. At termination of this agreement, all property shall belong to SWCD.

5.7 Audit. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

5.8 Data Practices. All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

5.9 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement.

5.10 Liability. Each party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. The parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Minnesota Statutes Chapter 466 and other applicable laws govern the parties' liability.

SWCD have insurance coverage with MCIT for its actions and those under its direction and control. By provision of this coverage, SWCD does not intend to waive any immunities that it may enjoy.

5.11 Severability and Signatures. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement. This agreement may be separately executed by the parties and shall still bind both to the terms herein.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

**Sherburne Soil and Water  
Conservation District**

**MUNICIPALITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chair

Its: Mayor

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Its:

Its: City Clerk