

# Anoka County Municipal Wellhead Protection Implementation Joint Powers Agreement

(Amended and Restated)

THIS AGREEMENT is made and entered into with the express purpose to amend and restate the Implementation Joint Powers Agreements between some of the parties from 2010 and 2014, and is made by and between the cities of Andover, Anoka, Blaine, Centerville, Circle Pines, Columbus, Coon Rapids, East Bethel, Fridley, Lexington, Lino Lakes, Ramsey, Spring Lake Park, and St. Francis (hereinafter referred to as "Cities") and the County of Anoka (hereinafter referred to as "County"), each acting by and through its governing body, pursuant to MN Stat. §471.59 providing for the joint exercise of powers. The Cities and the County are collectively referred to herein as the “parties”. Each of the Cities individually, and separately the County individually, is sometimes referred to herein as a “party”.

## RECITALS

1. Pursuant to Minnesota Rule subp. 4720.5130 and the Minnesota Department of Health, the Cities, as public water suppliers, are required to prepare wellhead protection plans for their community water supplies. Some of the Cities outlined above entered into a Wellhead Protection Joint Powers Agreement in 1997 for purposes of developing the required plans. The group entered into an Implementation JPA in 2010 and 2014 to allow additional cities to join.
2. The County is committed to enhancing water resources protection and public health and finds it in the County's interest to facilitate and partner with the Cities.
3. The Cities and County desire to continue to coordinate their efforts to protect their well water supply for their communities and to implement the common elements of their wellhead protection plans jointly through efficient and cost effective cooperation among members.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and in exercise of the powers granted by MN Stat. § 471.59, the parties to this Agreement agree as follows:

## 1. PURPOSE

1.1. The Cities and County agree that they have joined together to:

- 1.1.1. implement common elements of their wellhead protection plans;
- 1.1.2. establish a joint user group to address activities related to this agreement;

- 1.1.3. authorize the County to act as facilitator and as agent contracting for any consultant services or applying for any grants. Pursuant to § 6.4 County shall be fiscal agent for any pooled funds;
- 1.1.4. allocate costs; and
- 1.1.5. receive and disburse grants.

2. TERM

- 2.1. This agreement shall be effective upon the date of the last required signature and shall continue until terminated as provided herein.
- 2.2. Additional cities located in Anoka County who are public water suppliers may join this Agreement following the effective date. A city shall become a full member of this Joint Powers Agreement upon receipt of a Resolution by the Governing Board of the City, that authorizes the city's participation in, and decision to be bound by the terms of, this Agreement. No formal Addendum to this Agreement is necessary.
- 2.3. If a city joins after the effective date, that city is responsible for its proportionate share of any expenses incurred in implementing this Agreement for which the city will receive a benefit.

3. ANOKA COUNTY MUNICIPAL WELLHEAD GROUP

- 3.1. The governing body of each of the Cities shall appoint one representative to serve as a member of the Anoka County Municipal Wellhead Protection Group (hereinafter "Group").
- 3.2. One alternate member shall be appointed to the Group by the governing body of the Cities. The alternate may attend any meeting of the Group and, when the regular member is absent, vote on behalf of the City the member represents.
- 3.3. All members of the Group shall serve at the will and pleasure of the appointing authority. The appointing authority shall notify the Anoka County Administrator of the member or alternate member appointed to the Group and shall notify the Anoka County Administrator of any changes to their appointment.
- 3.4. Group members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings, except to the extent that the appointing authority might determine to compensate or reimburse the expenses of the member it appoints, in which case the obligation to make such payments shall be that of the appointing authority.

- 3.5. The County's Environmental Services Manager or its designee shall be an ex-officio non-voting member of the Group and shall serve as the facilitator to the Group.
- 3.6. The Group shall meet at regular intervals as determined by the Group.
- 3.7. A majority of all Group voting members shall constitute a quorum, but less than a quorum may adjourn a scheduled meeting.

4. GROUP RESPONSIBILITIES

- 4.1. The Group shall be responsible to:
  - 4.1.1. develop and update a work plan to perform joint wellhead protection activities;
  - 4.1.2. develop programs to achieve common wellhead education and protection objectives;
  - 4.1.3. recommend to the governing bodies and seek necessary approval of the Cities and County prior to expenditure of funds, whether to have the County contract with a consultant under the terms of this Agreement;
  - 4.1.4. apply for funds from any source it may identify and utilize the funds for the benefit of participating cities; and
  - 4.1.5. perform the activities as outlined in Section 5. Joint Powers Activities.

5. JOINT POWERS ACTIVITIES

- 5.1. Activities authorized by this agreement are to:
  - 5.1.1. Investigate methods and costs to jointly implement wellhead protection activities.
  - 5.1.2. Determine the process in which joint wellhead protection activities will be implemented.
  - 5.1.3. Request consultant(s) qualifications and proposals to implement part or the entire Group's work plan.
  - 5.1.4. Seek grants and other methods to fund implementation of the Group's wellhead protection activities.
  - 5.1.5. Establish the apportioned costs for each City to jointly implement the common elements indicated in their wellhead protection plans.
  - 5.1.6. Identify a fiscal agent for any joint funds received and to be expended.

- 5.2. The Group has developed a work plan to carry out orderly wellhead protection activities. The Group will periodically review the work plan and update it as necessary to efficiently meet the needs of the parties.
- 5.3. Prior to implementation of each wellhead protection project, the Group Facilitator will send notice to the Cities of the cost identified for the project. Within thirty (30) days of receipt of the notice, each city must either send a letter to the Group Facilitator indicating the city's interest in participation in the project or notify the other parties of its intention to refrain from participation in the project. In the event a city fails to indicate a reply, that city shall be deemed to have declined to participate in the project
- 5.4. If one or more city chooses to refrain from participation following receipt of notice provided in 5.3, the Group Facilitator will recalculate the costs identified with participation in the project and send notice of the recalculated cost to the remaining cities. If identified costs increase by more than 10%, each of the remaining cities will have thirty (30) days to reconsider participation in the project. If a city chooses to withdraw, the city must send the Group Facilitator a letter, within the ten day period, indicating the city will refrain from participation in the project. If an additional city or cities choose to withdraw, the Group will reevaluate the work plan and associated costs before sending a new notice under 5.3.
- 5.5. If the proposed project will benefit a city that desires to refrain from the project and that city cannot be removed from the project, and a majority of the Group affirm moving forward, that city may not refrain from participation.

## 6. FUNDING

- 6.1. Costs of for the Group's wellhead protection projects shall be allocated to each member city based on the proportion that each city's factors represent the total factor of all participating cities. The factors to be used shall be equally weighted and apportioned relevant to its presence and impact on each member party's wellhead plan goals.
- 6.2. The costs to be allocated to the cities shall be reduced by the amount of any grants received before allocation of the costs.
- 6.3. Each city will make payment of its pro-rata share for authorized activity expense to the County.
- 6.4. Funds paid by the Cities or received from any other source shall be managed by the County as fiscal agent.
- 6.5. Payments from the Cities must be received by the County before the County will incur any fiscal obligation.

- 6.6. All funds disbursed by the County pursuant to this Agreement shall be disbursed in a manner that is consistent with the method provided by law.
- 6.7. A strict accounting shall be made of all funds and a report of all receipts and disbursements shall be made by the County upon request.

7. COUNTY SERVICES

- 7.1. The County shall provide services to facilitate and assist the Group in the conduct of its affairs. The Environmental Services unit of the Anoka County Public Health and Environmental Services Department shall provide these services.
- 7.2. The County shall serve as fiscal agent for the Group for the purpose of receiving and dispersing funds as authorized by the Group and entering into contracts or grant applications on behalf of the Group.
- 7.3. The County shall maintain records and documents relating to matters that are the subject of this agreement. All such records shall be retained for a period of at least three years after termination of this agreement and, upon request of any party, shall be retained for any additional period requested. The records shall be available to inspection, review and audit by the parties and the State Auditor as provided by law during regular business hours.

8. CONTRACTS

- 8.1. Contracts and grant applications made pursuant to this Agreement shall be made by the County and shall conform to the requirements applicable to the County.

9. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

- 9.1. In accordance with the County's Affirmative Action Plan and the County Commissioners' policy against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, sexual orientation, public assistance status, handicap, age, or national origin, be excluded from full employment rights in, participation in, be denied benefits of, or be otherwise subjected to discrimination under and program, service or activity hereunder in accordance with the provisions of any and all applicable federal and state laws against discrimination.
- 9.2. During the performance of this Agreement, the Group and its agents shall comply with all applicable laws, ordinances, and regulations, including federal, state and local nondiscrimination regulations.

10. WITHDRAWAL

- 10.1. Any party shall have the right to withdraw from this Agreement in the following manner: The governing body of the withdrawing party shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than thirty (30) days from the date of the resolution, and shall send a copy of the resolution to each party's governing body not less than thirty (30) days before the effective date of withdrawal.
- 10.2. Withdrawal by a party shall not result in the discharge of any legal or financial liability incurred by that party before the effective date of withdrawal.

11. TERMINATION

- 11.1. This Agreement may be terminated upon mutual agreement of the parties by a joint resolution passed by the parties' governing bodies.
- 11.2. This Agreement shall terminate if, due to the withdrawal of parties, there are less than four remaining parties.

12. DISTRIBUTION OF PROPERTY

- 12.1. Upon termination of this Agreement, any remaining funds or property acquired under the terms of this Agreement shall be distributed to the cities in proportion to the respective contribution of the cities.
- 12.2. Upon termination of this Agreement, any payments due and owing or other unfulfilled financial obligations of a member party shall continue to be a lawful obligation of the party.

13. NOTICE

- 13.1. For purpose of notices to be given under this agreement, notices shall be directed as set forth:

Andover City Council 1685 Crosstown Blvd. NW Andover, MN 55304	Anoka City Council 2015 First Ave. N. Anoka, MN 55303	Anoka County Board of Commissioners Anoka County Government Center 2100 Third Avenue Anoka, MN 55303
Blaine City Council	Centerville City Council	Circle Pines City Council

10801 Town Square Drive Blaine, MN 55449	1880 Main Street Centerville, MN 55038-9794	200 Civic Heights Circle Circle Pines, MN 55014
Columbus City Council 6319 Kettle River Blvd. NE Columbus, MN 55025	Coon Rapids City Council 11155 Robinson Drive Coon Rapids, MN 55433-3761	East Bethel City Council 2241 221 <sup>st</sup> Ave NE East Bethel, MN 55011
Fridley City Council 6431 University Avenue NE Fridley, MN 55432	Lexington City Council 9180 Lexington Avenue Lexington, MN 55014	Lino Lakes City Council 600 Town Center Parkway Lino Lakes, MN 55014
Ramsey City Council 7550 Sunwood Dr. NW Ramsey, MN 55303	Spring Lake Park City Council 1301 81 <sup>st</sup> Avenue NE Spring Lake Park, MN 55432	St. Francis City Council 23340 Cree Street NW St. Francis, MN 55070

14. LIABILITY

14.1. Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for any other party’s actions and consequences of those actions. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the parties’ liability. For actions taken on behalf of the Group, for purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit.

15. ENTIRE AGREEMENT

- 15.1. This joint powers agreement constitutes the entire agreement of the parties on the matter related hereto.
- 15.2. This agreement shall not be altered or amended, except by agreement in writing signed by the parties hereto.
- 15.3. The Group may recommend amendments to this agreement to the governing bodies of the parties for their consideration.

16. SIGNATURES

16.1. All parties to this Agreement need not sign the same copy of the Agreement.

- 16.2. An original Agreement signed by each party to this Agreement shall be maintained in the Office of the Anoka County Attorney.

*The remainder of this page intentionally left blank*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated below:

CITY OF ST. FRANCIS

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

By: \_\_\_\_\_  
City Attorney