

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING THE  
METROPOLITAN SOIL AND WATER CONSERVATION DISTRICTS  
TECHNICAL SERVICE AREA JOINT POWERS BOARD**

THIS AMENDED AGREEMENT ("Agreement") is made by and between the following political subdivisions of the State of Minnesota:

- Anoka Conservation District,
- Carver Soil & Water Conservation District,
- Chisago Soil & Water Conservation District,
- Dakota County Soil & Water Conservation District,
- Hennepin Conservation District,
- Isanti Conservation District,
- Ramsey Conservation District,
- Scott Soil & Water Conservation District,
- Sherburne Soil & Water Conservation District,
- Washington Conservation District, and
- Wright Soil & Water Conservation District.

Individually referred to as "District" and collectively referred to as "Districts."

WHEREAS, the Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Districts (Originating Districts) by and through their respective Boards of Supervisors entered into an agreement establishing the Association of Metropolitan Soil and Water Conservation Districts ("AMSWCD"), on February 17, 1977, as amended on June 9, 1995, and amended and restated on September 4, 2008, pursuant to Minnesota Statutes Chapter 103C and Minnesota Statutes Section 471.59; and

WHEREAS, the AMSWCD on March 25, 2009 acted to invite Chisago Soil & Water Conservation District, Isanti Conservation District, Sherburne Soil & Water Conservation District, and Wright Soil & Water Conservation District to join the METRO CONSERVATION DISTRICTS; and

WHEREAS, the AMSWCD on May 27, 2009 acted to change the official name of the AMSWCD to the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board and to authorize use of the shortened name "Metro Conservation Districts" to refer to the group; and

WHEREAS, each party to this Agreement desires to amend the Joint Powers Agreement establishing the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, in accordance with terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits that each party derives from this Agreement, the parties agree to amend the amended and restated June 2009 joint powers agreement as follows:

**SECTION 1  
TERM**

The term of this Agreement begins on the date of the final signature of all parties and continues in force until it is terminated or modified as provided in this Agreement.

**SECTION 2  
NAME OF ASSOCIATION**

The association established by this Agreement shall be known as the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board ("Metro Conservation Districts").

### **SECTION 3 PURPOSE**

The purpose of this Agreement is to establish an association and joint powers board to coordinate and assist with the operations of the Districts and with projects for the mutual benefit of the Districts as provide under this Agreement.

### **SECTION 4 DEFINITIONS**

- 4.1 "Metro Conservation Districts Board" or "Board" means the joint powers board of the Metro Conservation Districts established under this Agreement.
- 4.2 "Director" means a member of the Metro Conservation Districts Board.
- 4.3 "District" or "Board of Supervisors" means a District Board of Supervisors that is a party to this Agreement.

### **SECTION 5 METRO CONSERVATION DISTRICTS BOARD OF DIRECTORS**

- 5.1 CREATION. A joint powers board known as the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board (METRO CONSERVATION DISTRICTS) is established for the purposes and with the powers and duties provided in this Agreement.
- 5.2 METRO CONSERVATION DISTRICTS BOARD COMPOSITION. The METRO CONSERVATION DISTRICTS Board shall consist of eleven Directors, one Director from each District, annually appointed by each District. Districts may also appoint an alternate who may serve in the absence of the Director.
  - A. Qualifications. Each Director and alternate must be a member of the appointing District Board of Supervisors. Each Director and alternate shall serve at the pleasure of the District that appointed him or her and may be removed with or without cause by that District at any time.
  - B. Term of Office. The term of office for each Director and alternate commences on the date of appointment or other date specified in the appointing motion and continues through December 31<sup>st</sup> of that calendar year, provided that each Director and alternate may continue in office until a successor has been duly appointed. There shall be no limit to the number of successive terms a Director or alternate may serve.
  - C. Vacancies. If the office of any Director or alternate becomes vacant, the vacancy shall be filled by appointment by the Board of Supervisors in whose District the vacancy has occurred. The appointment shall occur within 45 days of the existence of the vacancy. The office shall be deemed vacant under the conditions specified in the Minnesota Statutes Section 351.02 or if a Director or alternate fails to meet the qualification requirements under this Agreement.
- 5.3 OFFICERS. At its first meeting of each calendar year the METRO CONSERVATION DISTRICTS Board shall elect from its members a Chair, a Vice-Chair, a Secretary, and a Treasurer, who shall serve until their successors are elected. The METRO CONSERVATION DISTRICTS Board shall hold a special election to fill officer vacancies. There is no limit to the number of successive terms an officer may serve. The officers shall perform such duties and exercise such powers as shall be assigned to them by METRO CONSERVATION DISTRICTS Board resolution or bylaws. Any officer may be removed from office for good cause by METRO CONSERVATION DISTRICTS Board resolution. The offices of Secretary and Treasurer may be combined.
  - A. Chair and Vice-Chair. The Chair shall preside at all meetings of the METRO CONSERVATION DISTRICTS Board and perform other duties and functions as determined by the METRO CONSERVATION DISTRICTS Board. The Vice-Chair shall preside over the METRO CONSERVATION DISTRICTS Board during the absence of the Chair.

- B. Secretary. The Secretary shall take minutes and submit all minutes of the METRO CONSERVATION DISTRICTS Board meetings for approval by the METRO CONSERVATION DISTRICTS Board at the next meeting. Additional responsibilities of the Secretary are listed in the MCD Plan of Work. In the absence of the Chair and Vice Chair, the Secretary shall preside over the METRO CONSERVATION DISTRICTS Board meeting.
- C. Treasurer. The Treasurer shall assist the Chair in overseeing the METRO CONSERVATION DISTRICTS Board's budget and finances. Additional responsibilities of the Treasurer are listed in the MCD Plan of Work. In the absence of the Chair, Vice Chair, and Secretary, the Treasurer shall preside over the METRO CONSERVATION DISTRICTS Board meeting.

5.4 MEETINGS AND AGENDA. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law). The METRO CONSERVATION DISTRICTS Board shall meet regularly at such time and place designated by METRO CONSERVATION DISTRICTS Board resolution or bylaws. Special meetings may be held from time to time upon the call of the Chair or of any two other Directors of the METRO CONSERVATION DISTRICTS Board. Meeting announcements, agendas and supporting information shall be posted on the METRO CONSERVATION DISTRICTS' website; [www.metrocd.org](http://www.metrocd.org). It shall be the responsibility of the Chair or two Directors calling a special meeting to do so upon reasonable notice to all Directors and alternates of the METRO CONSERVATION DISTRICTS Board.

5.5 QUORUM AND VOTING.

- A. Quorum. A majority of the Directors shall constitute a quorum for all regular and special meetings of the METRO CONSERVATION DISTRICTS Board. In the absence of a quorum a meeting shall be rescheduled or adjourned. In the event a Director cannot be present at a meeting, the Director's alternate may appear and exercise all of the powers of such Director, except an alternate appearing on behalf of an METRO CONSERVATION DISTRICTS Officer shall not exercise powers or responsibilities incident to such office.
- B. Votes. Each Director shall be entitled to cast one vote on any matter. Any action within the authority of the METRO CONSERVATION DISTRICTS Board shall be approved only by a majority vote. Except as otherwise may be provided in this Agreement or bylaws no Director may cast a vote on behalf of another member of the METRO CONSERVATION DISTRICTS Board by proxy.

## **SECTION 6 POWERS AND DUTIES**

6.1 POWERS. With respect to the activities, programs, or obligations the METRO CONSERVATION DISTRICTS Board undertakes in its effort to coordinate and assist with the operations of the Districts, the METRO CONSERVATION DISTRICTS Board shall only exercise the powers granted below as are appropriate to the responsibility undertaken:

- A. The METRO CONSERVATION DISTRICTS Board may sue and be sued.
- B. The METRO CONSERVATION DISTRICTS Board 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 accomplishment of its purposes.
- C. The METRO CONSERVATION DISTRICTS Board may adopt bylaws and establish rules and regulations relating to the exercise of its powers or the accomplishment of its purposes.
- D. The METRO CONSERVATION DISTRICTS Board may receive and expend funds.
- E. The METRO CONSERVATION DISTRICTS Board may employ, train, pay, discipline, discharge, and otherwise manage personnel needed to assist the METRO CONSERVATION DISTRICTS Board in carrying out its duties and responsibilities. The METRO CONSERVATION

DISTRICTS Board may contract with one or more of its members Districts (Host District) for the Host District's employees to carry out METRO CONSERVATION DISTRICTS Special Programs.

- F. The METRO CONSERVATION DISTRICTS Board may apply for and accept gifts, grants, or loans of money, or other real or personal property from the United States, the State of Minnesota, or any other body, organization, political subdivision, or person, whether public or private. The METRO CONSERVATION DISTRICTS Board 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.
- G. The METRO CONSERVATION DISTRICTS Board may make any gift, grant, or loan required or permitted by Minnesota Statutes Chapter 103C, as amended.
- H. The METRO CONSERVATION DISTRICTS Board may engage in any planning, advising, organizing, coordinating, or administering necessary or proper for the exercise of its powers or the accomplishment of its purposes.
- I. The METRO CONSERVATION DISTRICTS Board may prepare a work plan and budget for the support of its activities.
- J. The METRO CONSERVATION DISTRICTS Board may exercise all powers arising by necessary implication from the powers enumerated and otherwise expressed herein.

## **SECTION 7 BUDGETING AND FUNDING**

- 7.1 METRO CONSERVATION DISTRICTS WORK PLAN AND BUDGET. By December 31st of each year, the METRO CONSERVATION DISTRICTS Board shall adopt, and member Districts shall ratify, a work plan and budget for the next calendar year. The work plan and budget may be adopted based on anticipated continued Special Program funding and may be modified as needed to meet actual grant or other funding amounts and requirements. The budget revenues shall include any grant or other funds to be received by the METRO CONSERVATION DISTRICTS and contributions, if any, from each participating District. The budget shall have at least two categories or expenditures; (1) Board administration costs, and (2) METRO CONSERVATION DISTRICTS special program costs.
- 7.2 DISTRICT ASSESSMENTS. If there is to be an assessment for that portion of the approved budget designated as Administrative expenditures, each of the Districts shall be assessed in equal amounts. Participating Districts will be assessed for Special program costs according to the agreed upon formula for that Special Program. Non-participating Districts shall not be assessed any portion of the costs for a Special Program.
- 7.3 SPECIAL PROGRAMS. The METRO CONSERVATION DISTRICTS may undertake to develop and implement Special Programs that benefit all, or a subset, of the Districts. All Special Programs must be approved by the METRO CONSERVATION DISTRICTS Board and ratified by the Board of Supervisors of each District that will be assessed for the Special Program. In determining whether to ratify a Special Program approved by the METRO CONSERVATION DISTRICTS Board, the Boards of Supervisors may consider whether such ratification has the potential to financially obligate their District or present a risk of liability for their District. The Districts participating in the Special Program will determine the costs and an assessment formula for the Special Program.
- 7.4 TIME OF PAYMENT AND REVIEW. The Districts shall provide funding in such proportionate amounts from among themselves, and in such total amount, as is approved in the annual work plan and budget. Each District must pay the amount of the assessment within 60 days of receipt of the invoice for the assessments from the METRO CONSERVATION DISTRICTS or its agent and, if applicable, give notice that the District questions the amount or basis for the payment and requests a review. The Board shall hear the parties upon request for review and may make such modifications to the assessment as appropriate under the circumstances. If the request for review is not satisfactorily resolved before the

Board, the aggrieved District or Districts may make a request of alternative dispute resolution pursuant to the procedures in Attachment A., which is hereby incorporated into and made part of this Agreement.

- 7.5 PROPERTY OF THE METRO CONSERVATION DISTRICTS BOARD. Title to any property acquired by the METRO CONSERVATION DISTRICTS Board or acquired with METRO CONSERVATION DISTRICTS Board funding shall be held in the name of the METRO CONSERVATION DISTRICTS Board. If a grant requires title to property purchased with grant funds be held in the name of the Grantor, such property must be maintained in the name of the Grantor.
- 7.6 BUDGETING AND ACCOUNTING SERVICES. The METRO CONSERVATION DISTRICTS may contract with one or more of its member Districts (Host District) to provide any and all budgeting and accounting services necessary or convenient for the METRO CONSERVATION DISTRICTS. Such services shall include, but not be limited to; management of all funds, including District contributions and grant monies; payment for contracted services; and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Host District apply to the transactions of the Board. The METRO CONSERVATION DISTRICTS, through a separate contract or joint powers agreement, shall enumerate the authorities and duties of the Host District. The Districts shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established METRO CONSERVATION DISTRICTS funds shall be credited back to that same fund.
- 7.7 ACCOUNTABILITY OF FUNDS, RECORDS AND AUDIT. The METRO CONSERVATION DISTRICTS shall provide for the strict accountability of all funds, which shall be maintained in separate accounts, and for the accurate reporting of all receipts and disbursements in accordance with good accounting practices. The books and records of the METRO CONSERVATION DISTRICTS Board are subject to the provisions of Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act). The Board, within 120 days after the close of each fiscal year, which is January 1 to December 31, shall give a complete written report of all financial activities for the fiscal year to the Districts.

## **SECTION 8 INDEMNIFICATION AND INSURANCE**

- 8.1 INDEMNIFICATION.
- A. Applicability. The METRO CONSERVATION DISTRICTS shall be considered a separate and distinct public entity to which the District have transferred all responsibility and control for actions taken pursuant to this Agreement. The METRO CONSERVATION DISTRICTS shall comply with all laws and rules that govern public entities in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- B. Indemnification. The METRO CONSERVATION DISTRICTS shall fully defend, indemnify and hold harmless the Districts, their officers, employees and agents, against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the METRO CONSERVATION DISTRICTS. This Agreement to indemnify does not constitute a waiver by the District of limitations on liability provided under Minnesota Statutes Section 466.04.

To the full extent permitted by law, actions by the Districts, their 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 the Districts that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a, provided further that for the purposes of that statute each District expressly declines responsibility for the acts or omissions of any other District.

The Districts are not liable for the acts or omissions of the other Districts except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Districts.

- 8.2 INSURANCE. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board, its officers, employees if any, and agents for actions of the Board, its officers, employees if any, and agents arising out of this Agreement.

## **SECTION 9**

## **DEFAULT**

The breach of any material term of this Agreement by a District shall constitute a default by such District. Upon such a default, the non-defaulting Districts may, by unanimous joint resolution, expel the defaulting District from the METRO CONSERVATION DISTRICTS Board, in which case this Agreement is terminated as to such District. The financial and legal consequences of expulsion shall be the same as those resulting from a District's voluntary withdrawal from membership in the METRO CONSERVATION DISTRICTS Board.

## **SECTION 10 WITHDRAWAL FROM ASSOCIATION**

- 10.1 **VOLUNTARY WITHDRAWAL.** Any District shall have the right to withdraw from the METRO CONSERVATION DISTRICTS Board in the following manner:
- A. The Board of Supervisors of the withdrawing District shall pass a resolution declaring its intention to withdraw effective on a specified date by sending a certified copy of such resolution to the Chair of the METRO CONSERVATION DISTRICTS Board not less than ninety days before the effective date of withdrawal.
  - B. On receipt of the resolution of withdrawal the Chair of the METRO CONSERVATION DISTRICTS Board shall send a copy of said resolution to each District Board of Supervisors.
  - C. A District's withdrawal shall not operate to terminate this Agreement related to the remaining Districts, unless at the time of such withdrawal the METRO CONSERVATION DISTRICTS Board consists of no more than four members including the withdrawing District.
  - D. Withdrawal by a District shall not result in the discharge of any legal or financial liability incurred by such District before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing District to the approval of the remaining Districts, which approval shall not be unreasonably withheld.
  - E. A withdrawing District shall not be entitled to a refund of funds paid, or forgiveness of funds owed, to the METRO CONSERVATION DISTRICTS Board prior to the effective date of withdrawal. A withdrawing District shall be entitled to a return of any property owned by the District, real or personal, that is leased or loaned by such District to the METRO CONSERVATION DISTRICTS Board. All such property not returned at the time of said District's withdrawal shall be dealt with as provided by Section 11 (Termination).

## **SECTION 11 TERMINATION**

- 11.1 **TERMINATION.** This Agreement, and the METRO CONSERVATION DISTRICTS Board created hereby, shall continue indefinitely in full force and effect until the occurrence of either of the following events:
- A. Six or more Districts withdraw from the Agreement, either concurrently or at different times, pursuant to this Agreement; or
  - B. All Districts, or all remaining Districts, mutually agree to terminate the Agreement by joint resolution passed by the Districts' respective Boards of Supervisors.
- 11.2 **LIABILITY AND DISPOSITION OF PROPERTY UPON TERMINATION.** Termination of this Agreement shall not act to discharge any liability incurred by the METRO CONSERVATION DISTRICTS Board.

After the effective date of termination, the METRO CONSERVATION DISTRICTS Board shall continue to exist for the limited purpose of discharging the METRO CONSERVATION DISTRICTS Board's debts and liabilities, settling its affairs, and disposing of its property. All property, real and personal, held by the METRO CONSERVATION DISTRICTS Board at the time of its termination, shall be distributed among the past and current members of the METRO CONSERVATION DISTRICTS, as their proportionate interests may appear, with due regard to the requirements of the Minnesota Statutes

Section 471.59, subdivision 5. The METRO CONSERVATION DISTRICTS Board shall finally terminate and cease to exist upon the approval of a final report of the METRO CONSERVATION DISTRICTS Board, passed by the unanimous vote of its Directors, declaring that all the affairs and obligations of the METRO CONSERVATION DISTRICTS Board have been discharged or otherwise properly concluded.

## **SECTION 12 AMENDMENTS**

This Agreement may be amended only by the unanimous action of Districts, which action shall take the form of a joint resolution passed by each District Board of Supervisors.

## **SECTION 13 MISCELLANEOUS**

- 13.1 SEVERABILITY. The provisions of this Agreement are severable. This means if any paragraph, section, subdivision, sentence, clause or phrase is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 13.2 SUCCESSOR ORGANIZATION. It is the intent of the Districts that the METRO CONSERVATION DISTRICTS Board established pursuant to this Agreement is the successor to the AMSWCD Board established pursuant to the Joint Powers Agreement dated September 4, 2008 and amended June 2009. The Board established under this Agreement accepts the assignment and agrees to perform all the rights and obligations of its predecessor effective the date of all signatures of the parties on this Agreement.
- 13.3 ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Districts and supercedes all oral and written agreements and negotiations by the Counties relating to the subject matter of this Agreement, including:
- 2009 amended and restated joint power agreement establishing the MCD
  - 2008 amended and restated joint powers agreement establishing the AMSWCD.
  - 1977 joint powers agreement establishing the AMSWCD, as amended in June 1995
  - Supplemental Agreement to the JPA dated March 1995
- 13.4 ALTERNATIVE DISPUTE RESOLUTION. The Districts and the METRO CONSERVATION DISTRICTS Board agree to participate in the alternative dispute resolution procedures in Attachment A if mutual agreement cannot be reached about issues arising out of Sections 10 (Withdrawal) and 11 (Termination) or any other issue as requested by resolution of a District.

## **SECTION 14 COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which is considered an original, but all of which constitute one and the same Agreement.

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

**ANOKA CONSERVATION DISTRICT**

BY: Mary Jo Truclon  
Chair, Board of Supervisors

Date: April 18, 2011

AND BY: \_\_\_\_\_  
Secretary, Board of Supervisors

Date: \_\_\_\_\_

Pursuant to action by the District's Board of Supervisors on \_\_\_\_\_

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date



**CARVER SOIL AND WATER CONSERVATION DISTRICT**

BY:   
Chair, Board of Supervisors

Date: 3/17/11

AND BY:   
Secretary, Board of Supervisors

Date: 3-17-11

Pursuant to action by the District's Board of Supervisors on MARCH 17, 2011.

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date

CHISAGO SOIL AND WATER CONSERVATION DISTRICT

BY:   
Chair, Board of Supervisors

Date: 4-11-11

AND BY: Susan G. Humble - Admin. Asst.  
Secretary, Board of Supervisors

Date: 4-11-11

Pursuant to action by the District's Board of Supervisors on 3-12-11

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY: Joseph P. Meyers  
Chair, Board of Supervisors

Date: April 4, 2011

AND BY: Sharon A. Swenson  
Secretary, Board of Supervisors

Date: April 4, 2011

Pursuant to action by the District's Board of Supervisors on MARCH 3, 2011  
BOARD ACTION - 11.038

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date

**HENNEPIN CONSERVATION DISTRICT**

BY: Kim Bayu  
Chair, Board of Supervisors

Date: April 11, 2011

AND BY: James Wish  
Secretary, Board of Supervisors

Date: April 11, 2011

Pursuant to action by the District's Board of Supervisors on \_\_\_\_\_

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date

ISANTI CONSERVATION DISTRICT

BY: Wayne Calender  
Chair, Board of Supervisors

Date: 6-21-2011

AND BY: Barbara A. Spatrick  
Secretary, Board of Supervisors

Date: 6-21-2011

Pursuant to action by the District's Board of Supervisors on 6-21-11

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

RAMSEY CONSERVATION DISTRICT

BY: \_\_\_\_\_

Chair, Board of Supervisors

Date: \_\_\_\_\_

AND BY: \_\_\_\_\_

Secretary, Board of Supervisors

Date: \_\_\_\_\_

Pursuant to action by the District's Board of Supervisors on 3/17/2011

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

**SCOTT SOIL AND WATER CONSERVATION DISTRICT**

BY: Ewald Auerbach  
Chair, Board of Supervisors

Date: 3-16-11

AND BY: Mary A. Hartmann  
Secretary, Board of Supervisors


Date: 3-16-2011

Pursuant to action by the District's Board of Supervisors on \_\_\_\_\_

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date

**SHERBURNE SOIL AND WATER CONSERVATION DISTRICT**

BY:   
Chair, Board of Supervisors

Date: 3/7/11

AND BY:   
Secretary, Board of Supervisors

Date: 3/7/11

Pursuant to action by the District's Board of Supervisors on 3/7/11

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date



WASHINGTON CONSERVATION DISTRICT

BY: Louise Smallidge  
Chair, Board of Supervisors

Date: 4-13-11

AND BY: Ray H. Baum  
Secretary, Board of Supervisors

Date: 4-13-11

Pursuant to action by the District's Board of Supervisors on 4-13-11

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

**WRIGHT SOIL AND WATER CONSERVATION DISTRICT**

BY: Ch. [Signature]  
Chair, Board of Supervisors

Date: March 14, 2011

AND BY: Duane E. Deblina  
Secretary, Board of Supervisors

Date: March 14, 2011

Pursuant to action by the District's Board of Supervisors on March 14, 2011

Approved as to Form (optional):

\_\_\_\_\_  
Assistant County Attorney Date

## **ATTACHMENT A**

### **ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

#### **Definitions:**

1. Negotiation: Two or more people meet voluntarily to discuss an issue.
2. Mediation: A negotiation process involving a neutral third party who facilitates the discussion. A mediator has no decision-making authority.
3. Arbitration: A more formal process involving an arbitrator who has decision-making authority.

#### **Procedures:**

In the event of initiation of Alternative Dispute Resolution under the Joint Powers Agreement, the parties to the dispute agree to attempt to resolve their dispute by following the process described below.

1. A party shall provide written notice to the Board of Supervisors of the other Districts describing the perceived conflict, positions and underlying reasons for the conflict.
2. The Board of Supervisors of the other Districts shall provide written response to the notice within 45 days of receipt of notice.
3. The parties shall meet with a neutral facilitator within 14 days of receipt of the response. The neutral facilitator shall be a representative from the Minnesota Bureau of Mediation Services.
4. At the first meeting, the neutral facilitator shall assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.
5. In developing the process, the parties shall be guided by the following principles.
  - a) The parties shall attempt in good faith to reach a negotiated settlement.
  - b) The parties agree that there must be fair representation of the parties directly involved in the dispute.
  - c) The parties shall use legal proceedings as a last resort.
  - d) In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.
6. The parties report to the Board within 60 days of the first meeting on the resolution of the dispute and recommendations for resolving the dispute.