

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION
JOINT POWERS AGREEMENT

THIS SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the local government units of the City of Columbus, City of East Bethel, City of Ham Lake, and Linwood Township. The purpose of this Joint Powers Agreement is to continue the Water Management Organization previously established by the local government units to assist them with surface water, ground water, water quality, and water usage issues. The named local government units may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The parties have elected to exercise their authority under the Metropolitan Surface Water Management Act contained in Minnesota Statutes, sections 103B.201 to 103B.255 (“**Act**”) to establish the Sunrise River Water Management Organization (“**WMO**”), a joint powers watershed management organization, to cooperatively manage and plan for the management of surface water within the watershed.
- B. The parties have authority pursuant to Minnesota Statutes, section 471.59 to enter into a joint powers agreement to jointly exercise any power common to the parties and are expressly authorized by the Act to form the WMO.
- C. The parties have previously acted pursuant to its authority to establish the “Sunrise River Watershed Management Organization Board” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the WMO.
- D. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed.
- E. The parties desire to enter into this Agreement to reaffirm the WMO and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage and implement program in accordance with the Act and Minnesota Rules, chapter 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I

Establishment and General Purpose

1.1 Establishment: The establishment of the “Sunrise River Water Management Organization” is hereby reaffirmed in accordance with the Act and such other laws and rules as

may apply. The official office of the WMO shall be the East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011. All notices required under this Agreement shall be delivered or served at said office. The Board may change the location of the office as it determines it needed. Upon any such change the Board shall provide written notice to the parties of the new location.

1.2 Purpose: It is the general purpose of the parties to this Agreement to continue the Board the parties established to jointly and cooperatively develop a Watershed Management Plan for the WMO to carry out the purposes identified in Minnesota Statutes, section 103B.201. The plan and programs shall operate within the boundaries of the Sunrise River Watershed as identified in the official map attached hereto as Appendix 1 (“**Area**”). The boundaries of the Area are subject to change utilizing the procedure set out in Minnesota Statutes, section 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.

SECTION II

Sunrise River Watershed Management Organization Board

2.1 Establishment: The parties hereby reaffirm the establishment and continued operation of the “Sunrise River Watershed Management Organization Board” in accordance with the Act. Each party to this Agreement is a member of the Board, which shall carry out the purposes and have the powers as provided herein.

2.2 Joint Board: The WMO is governed by the Board, which is comprised of up to eight (8) members (individually a “**Board Member**” and collectively the “**Board Members**”) appointed by the parties. The Board has the duties and powers as provided in state law and this Agreement.

2.3 Board Membership: Each party shall appoint two (2) members to represent it on the Board, one of which shall be the mayor or councilmember of the city or an elected or appointed official of the town board. Each party shall notify the Board of each Board Member it appoints by providing it a copy of the appointment resolution or a copy of the meeting minutes at which the appointment occurred. Each Board Member shall have one (1) vote on the Board and must be present to vote. The authority of a Board Member to vote shall be suspended if the appointing party is delinquent in making any payments due to the WMO. The voting authority of the Board Member shall be restored once the party pays all past due amounts.

2.4 Alternate Board Members: Each party may appoint one alternate member (“**Alternate Member**”) to the Board in the same manner required to appoint a Board Member. The Alternate Member is authorized to attend and vote at a Board meeting in the absence or disability of the appointing party’s Board Member. If the absent Board Member is also an officer of the Board, the Alternate Member shall not be entitled to serve as such officer. If necessary, the Board may select a current Board Member to temporarily undertake the duties of the absent officer.

2.5 Term: Board Members serve indefinite terms as determined by the appointing party. A party may remove its Board Member or Alternate Member as provided in Minnesota Statutes, section 103B.227, subdivision 3. The party shall notify the Board of the removal in writing

within ten (10) days of acting to remove the Board Members. The appointing party shall act to fill the vacancy as provided in this Agreement.

2.6 Vacancies: The Board shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. The party with the vacancy on the Board shall act to fill it by appointment within 90 days after the vacancy occurs. The party is required to follow the procedures set out in Minnesota Statutes, section 103B.227 to fill the vacancy.

2.7 Compensation and Expenses: Board Members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings from the WMO. Nothing herein prohibits a party from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Board Members.

2.8 Officers: The Board shall elect from its membership a Chair, a Vice-Chair, a Secretary, and a Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the membership of the Board by election for the remainder of the unexpired term of such office.

2.9 Duties of Officers: The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the WMO, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and performs such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the WMO's budget and finances, sign checks, and performs such other duties as assigned by the Board.

2.10 Quorum: A majority of the Board Members shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Board Members required for a quorum.

2.11 Meetings:

- A. Regular Meetings. The Board shall develop a schedule of its regular meetings and post the schedule on the WMO's website. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Board Members of a meeting cancellation.
- B. Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the WMO. A special meeting may be called

by the Chair or by any two Board Members. The Secretary shall post and provide notice of special meetings to the Board Members.

- C. Annual Meeting. The Board shall hold an annual meeting in or around February. At the annual meeting the Board, at a minimum, shall:
1. Elect officers for the next fiscal year;
 2. Establish the annual budget and work plan;
 3. Hear recommendations on amendments to this Agreement and the Watershed Management Plan;
 4. Biennially renew or decide on contracts for professional, legal, and administrative services;
 5. Decide on regular meeting dates; and
 6. Select a newspaper of record and designate the bulletin board for the posting of public notices.
- D. Location. The Board shall conduct its meetings at the location designated by the Board, which shall constitute its regular meeting location. The Board may change the location of its regular meeting or for one or more particular meetings.
- E. Compliance. Board meetings shall be noticed and conducted in accordance with the requirements of the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The official posting place for notices shall be the meeting location designated by the Board for its regular meetings. Meeting notices will also be posted on the WMO's website.
- F. Conduct of Meetings: The Board shall adopt rules of order and procedure for the conduct of its meetings. The Board may adopt any such rules upon a majority vote of all the Board Members. In accordance with Minnesota Statutes, section 103B.211, subdivision 1(c), decisions by the Board may not require more than a majority vote, except a decision on a capital improvement project may require up to a two-thirds vote if expressly required in the Board's rules. This limitation does not apply to votes required by the parties under this Agreement, which may expressly require a unanimous vote by all parties.

SECTION III

Board Powers and Duties

3.1 Authority: The Board shall have authority provided for in this Agreement and the Act, subject to any limitations contained in this Agreement. The Board's authority includes, but is not limited to, the following:

- A. The authority to prepare, adopt, and implement a plan for the Sunrise River Watershed that satisfies the requirements of Minnesota Statutes, section 103B.231;
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, section 103B.235, subdivision 3;
- C. The authority to contract for services, including with a party, as needed to carry out its duties and may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Board unless the Board so authorizes;
- D. The authority to work cooperatively with other watersheds and, if unanimously approved by the parties, to participate in a comprehensive watershed management planning program provided for in Minnesota Statutes, section 103B.801; and
- E. The Board shall have such other powers necessary to exercise the authorities provided in this Agreement and may take such actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

3.2 Watershed Management Plan: The Board shall update as needed and administer the Watershed Management Plan for the Sunrise River Watershed. The Watershed Management Plan shall comply with Minnesota Statutes, section 103B.231, subdivision 4, Minnesota Rules, chapter 8410, and other applicable laws.

3.3 Committees: The Board may appoint such committees and subcommittees as it deems necessary. The Board shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

- A. Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Board. Issues that may warrant formation of advisory committees include, but are not limited to, the following: amendments or updates to the WMO's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed; and others as deemed appropriate by the Board.
- B. Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.

C. Citizen advisory committees shall include residents and elected officials from the affected area including, but not limited to, homeowners, business owners, lake association or lake improvement district representatives, and others as may be selected by the Board.

D. All advisory committees shall include at least one Board member.

3.4 Rules and Regulations: The Board may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.5 Review and Recommendations: Where the Board is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Board shall act on such matter within 60 days of receipt of the matter referred. Failure of the Board to act within 60 days shall constitute a recommendation of approval of the matter referred, unless the Board requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

3.6 Ratification: The Board may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment, or action.

3.7 Financial Matters:

A. Method of Operation. The Board may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Board. The Board may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Board in accordance with procedures established herein. Checks shall be signed by the Chair and Treasurer. The Board may appoint another member to sign checks on behalf of the Chair or Treasurer when either is not available to sign. Other legal instruments shall, upon Board approval, be executed on behalf of the Board by the Chair or Vice-Chair and countersigned by the Secretary.

B. Budgeting.

1. Prepared. The WMO's fiscal year shall be the calendar year. On or before June 1st of each year, the WMO shall prepare a work plan and budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the WMO. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital

improvement costs, and insurance costs. A majority vote of the Board is required to approve the proposed work plan and budget.

2. Party Review. The Board shall forward the approved proposed budget to the parties for review and ratification along with a statement showing each party's proposed share of the budget. Within 60 days of receipt of the proposed budget, each party shall communicate its ratification of the budget or provide a written explanation of any objections or concerns it has regarding the proposed budget. No party may withhold ratification solely based on objections to the terms of this Agreement or to matters that do not directly relate to a budgeted item to be funded entirely by the parties. Any party that fails to respond within that period shall be deemed to have ratified the proposed budget. The Board shall consider any written objections or concerns received from a party and shall provide a written response that is copied to all of the parties. If the response includes any proposed changes in the proposed budget, the parties shall act on ratifying the revised budget within 30 days.
3. Adoption. The proposed budget shall be deemed approved upon ratification by all of the parties. If only one party refuses to ratify the proposed budget, the previous year's budget shall be extended to the current fiscal year together with any increases in the proposed budget, but the total of all such increases shall not exceed 10% of the total community contributions for that year as represented in the currently approved Watershed Management Plan. If the proposed budget contains a total increase of more than 10% of the total community contributions for the year as represented in the currently approved Watershed Management Plan, the Board shall reduce it as needed so the approved budget meets this criterion. The proposed budget, with any required reductions, shall become the adopted budget. If a party refuses to ratify the proposed budget for three consecutive years, that party is required to participate in mediation with the representatives of the other parties as provided in Section 7.1 of this Agreement, unless a majority of the other parties elect not to require mediation. The purpose of the mediation is to identify and resolve the specific reasons causing the party to not ratify the budgets. Engaging in mediation, or the failure to reach agreement in mediation, does not delay or alter the process set out in this paragraph for reaching an approved budget regardless of one party's refusal to ratify it.
4. Payment. The Board shall certify the approved budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay to the WMO the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.

5. Failure to Pay. Any party who is more than 60 days in default in paying its share to the WMO's general fund shall have the vote of its Board Members suspended pending the payment of its proportionate share. Any Board Member whose vote is under suspension shall reduce the number required for a quorum and to act on matters before the Board.

C. Party Contributions. The budget will include a work plan and operating costs in accordance with the following.

1. Work Plan Budget. Each party's percentage share of the Board's work plan (non-operational) budget for which they are responsible shall be as follows:

PARTY	PERCENTAGE
Columbus	19%
East Bethel	30%
Ham Lake	4%
Linwood	47%

2. Operating Costs Budget. Each party's percentage share of the operating costs for which they are responsible shall be as set out below. Operating costs included in this budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each party. The administrative fee may include fees for general administrative services, annual reporting to the State and parties, providing required public notices, and required advertisement for secretarial or administrative professional services.

PARTY	PERCENTAGE
Columbus	25%
East Bethel	25%
Ham Lake	25%
Linwood	25%

- D. Review Services. When the Board is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Board shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Board to be extraordinary and substantial, the Board may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Board to be extraordinary and substantial. Where the Board determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Sunrise River, but the entity is not a member of the Sunrise River Watershed Management Organization Board, the entity to be charged shall receive written notice from the Board of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the entity to be charged objects

within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the entity shall be responsible for the cost thereof. If the entity to be charged objects to the proposed fee for such services within fifteen (15) days and the entity and the Board are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Board. Payment for such services shall be in advance of any work performed.

3.8 Annual Audit: The Board shall prepare a comprehensive financial report on operations and activities at the frequency required by law. An audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Board is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the financial report and auditor's statement shall be provided to all parties to this Agreement and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All books, reports and records of the WMO shall be available for and open to examination by any party at all reasonable times.

3.9 Gifts and Grants: The Board may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Board may enter into any reasonable agreement required in connection therewith. The Board shall comply with any laws or regulations applicable to grants, donations, and agreements. The Board may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.10 Contracts. The Board may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Board or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Board.

3.11 Works of Improvement: Works of improvement for protection and management of the natural resources of the Area including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

- A. Inclusion in the Watershed Management Plan;
- B. Majority vote of the Board for projects using less than \$10,000 in funds from the Parties;
- C. Recommendation of the Board to a party or parties; or
- D. Petition to the Board by the governing body of a party or parties.

Where works of improvement are recommended by the Board, the Board shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Board determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to the governing body of the unit of government which the Board determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Board determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Board may recommend such improvement to each party to this Agreement which the Board determines will be benefited thereby. The recommendation of the Board shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Board submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Board determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Board determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Board. Should the project not be ratified by all Parties to this Agreement, the Board shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Board, unless and until the Board determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Board for review and comment. The Board shall review and make recommendations on the proposed improvement and its compliance with the Board's management plan.

When a proposed improvement may be eligible for grant funds, the Board may apply. Any local matching funds committed must be in an approved Board budget, in the Watershed Management Plan, or secured by a written commitment from other sources.

Projects on real property require a written maintenance agreement.

3.12 Property Entry: The Board or its agents may enter upon lands within or without the Sunrise River Watershed to make surveys and investigations to accomplish the purpose of the Board. The Board shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chair or Secretary of the Board with a notice of claim as required by Minnesota Statutes, section 466.05. The Board shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.13 Indemnification: Any and all claims that arise or may arise against the WMO, its agents or employees as a consequence of any act or omission on the part of the WMO or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The WMO shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the WMO, its agents or employees in the execution, performance, or failure to adequately perform the WMO's obligations under this Agreement. The WMO's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the WMO or any or all parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they, together with the WMO, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties.

3.14 Insurance: The Board shall at all times during the term of this Agreement keep in force such insurance policies as it determines are needed, including general liability coverage in the amount of the applicable limit of liability established in Minnesota Statutes, section 466.04. Any policy obtained and maintained under this section shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties. The Board will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

SECTION IV **Termination and Withdrawal**

4.1 Termination: This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period.

4.2 Party Withdrawal: Withdrawal of any party may be accomplished by filing written notice with the Board and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

SECTION V **Dissolution of WMO**

5.1 Dissolution:

A. Occurrences. The WMO shall be dissolved under any of the following occurrences:

1. Upon termination of this Agreement;
 2. Upon unanimous agreement of all parties; or
 3. Upon the membership of the WMO being reduced to fewer than three (3) parties.
- B. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Board shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties after all outstanding obligations of the WMO have been paid. Such distribution of Board assets shall be made in proportion to the total contributions to the WMO for such costs made by each party. All amounts due and owing to the WMO by any party shall continue to be the lawful obligation of the party and shall be paid before being eligible to receive any distribution of assets.

SECTION VII

General Provisions

7.1 Mediation: The parties agree that any controversy that cannot be resolved between parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. If the parties are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

7.2 Data Practices: The WMO shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the WMO contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the WMO to respond to it.

7.3 Amendments: The Board may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

7.4 Waiver: The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.

7.5 Headings and Captions: The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.

7.6 Entire Agreement: This Agreement, including the recitals, contains the entire understanding among the parties concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the parties regarding the WMO and such prior agreement is hereby terminated. Any outstanding obligations of the parties under the prior agreement are not affected by the termination and shall be continued under this Agreement.

7.7 Examination of Books: Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.

7.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

7.9 Counterparts: This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

IN WITNESS OF, the parties hereto have executed this Agreement effective as of the 14th day of November 2023.

CITY OF COLUMBUS

By: Jose H Pri
Mayor

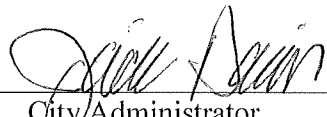
Dated: 11-09-2023

By: Ejha Rumb
City Administrator

CITY OF EAST BETHEL

By: 
Mayor

Dated: November 13, 2023

By: 
City Administrator

CITY OF HAM LAKE

By: B. Z.
Mayor

Dated: 11/6/2023

By: D. M. S. W.
City Administrator

LINWOOD TOWNSHIP

By: _____

Board Chair

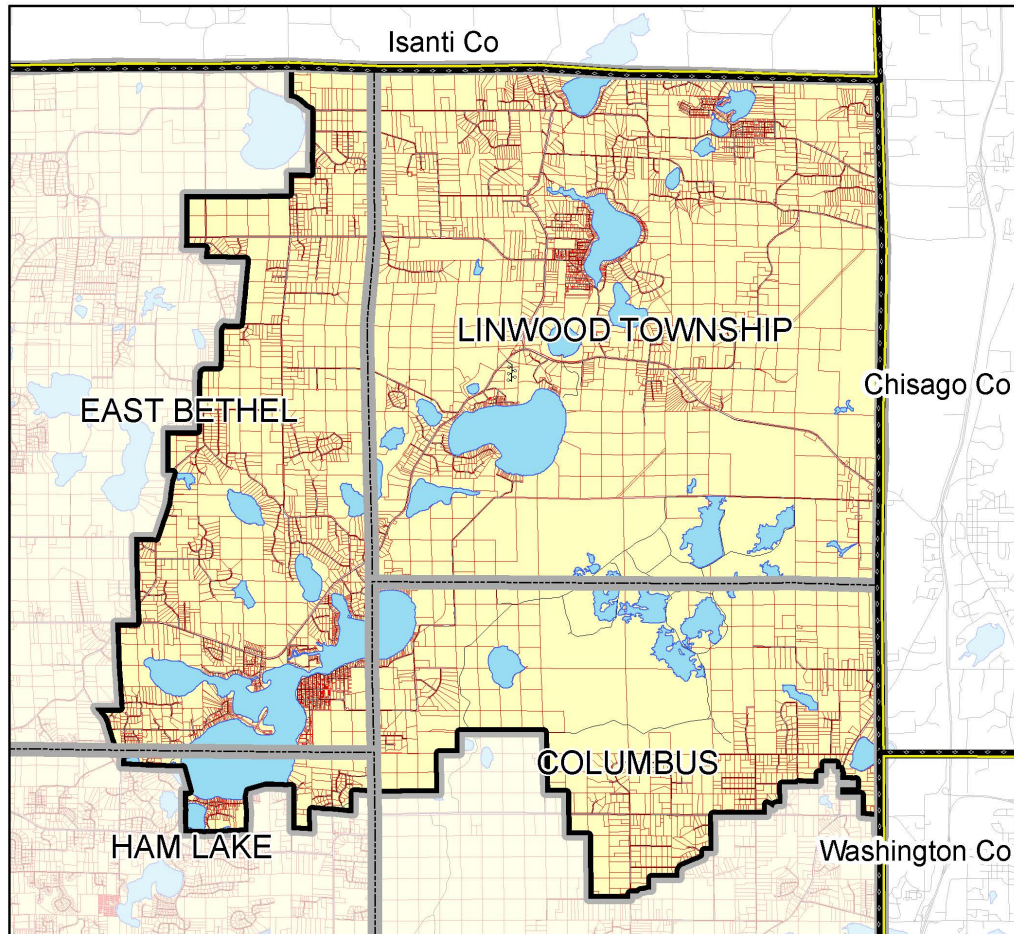
Dated: November 14, 2023

By: _____

Township Clerk


Appendix 1
SRWMO AREA BOUNDARIES

Sunrise River Watershed Management Organization
Boundary October 2022



0 0.5 1 2 3 4 Miles

Legend

-  City Boundaries
-  SRWMO Boundary (Oct 2022)
-  Parcels



Data sources:
Anoka County GIS: SRWMO boundary,
parcels, public parcels.
MN Geospatial commons: MNDOT
roads, public waters, lakes and streams.
All data downloaded 10/5/2022