

**JOINT POWERS AGREEMENT
City of Centerville and Rice Creek Watershed District**

**Coordinating Site Erosion & Sediment Control Programs
and MS4 Compliance for Minimum Control Measure 4**

A. PARTIES

This joint powers agreement (“Agreement”) is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (“District”), and the City of Centerville, a Minnesota municipal corporation (“City”).

B. PURPOSE

WHEREAS the City and the District have a mutual interest in protecting soil resources and preventing pollution of surface waters;

WHEREAS the City and the District each have the authority to regulate the disturbance of vegetative cover and soils for construction and other purposes, and exercise this authority through permitting, site monitoring and enforcement;

WHEREAS the City and the District also are permittees as Small Municipal Separate Storm Sewer Systems (MS4) under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) permit program, and under that permit must develop, implement, and enforce a program to limit erosion and sediment discharge from construction sites, designated as Minimum Control Measure (MCM) 4;

WHEREAS the NPDES MS4 permit allows two permittees with jurisdiction over the same area to cooperate by agreement in meeting MCM 4 requirements;

WHEREAS to increase cooperation, gain cost and other efficiencies, and provide for mutual compliance with MS4 obligations, the City and the District desire to partner on erosion and sediment control program implementation.

THEREFORE, in consideration of mutual promises set forth herein, and intending to be legally bound, the District and the City agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement is from _____ to _____, unless terminated earlier as provided herein.

D. SCOPE OF SERVICES

- a. **DISTRICT RESPONSIBILITIES:** During the construction season, the District will inspect active private construction sites within the City of which the City has informed the District under paragraph b, below. The District will provide the City copies of inspections reports detailing inspection actions, site conditions, and directives communicated to site representatives. In performing inspection and oversight work under this agreement that fulfills City MCM 4 responsibilities, the District will conform its activities to the requirements of the MS4

general permit, and to the terms of the procedures and protocols it has developed pursuant to the mandate of the general permit. The activities of District representatives under this paragraph will be performed solely under the District's authority. As between the District and the City, the District will be solely responsible for the proper training and site conduct of those representatives.

- b. CITY RESPONSIBILITIES: The City will inform the District of sites subject to City MS4 MCM 4 permits. The City will compensate the District for providing services pursuant to this Agreement at a rate of ____/hour.
- c. MUTUAL RESPONSIBILITIES: Each party will conduct inspections of active public construction sites within the City subject to its own permits and provide copies of inspection reports and related communications to each other. The parties will consult in noncompliance matters under paragraphs a and c, and each party will use its authorities, and support the similar effort of the other party, to best secure compliance and protect water resources.
- d. SCOPE: The District will provide up to ____hours of inspection and compliance services to the City under this agreement. Services that support both District and City permit enforcement will be billed to the City at half time.
- e. RECORDS: The District and the City, on request of the other party, will share permit compliance and enforcement documents related to sites under this Agreement, consistent with the terms of the Minnesota Data Practices Act.

E. MISCELLANEOUS

- a. EMPLOYEES. The City and the District represent that they have the personnel and resources to fulfill their responsibilities under of this Agreement.
- b. INDEMNIFICATION. Neither party under this Agreement assumes responsibility for the acts or omissions of the other within the meaning of Minnesota Statutes §471.59, subdivision 1a. Each party will hold the other harmless, and indemnify it, against any and all damages, liabilities, and costs (including reasonable attorney fees) to the extent resulting from its own negligent act or omission in its performance of this Agreement. Nothing in this Agreement diminishes, with respect to any third party, any immunity, defense or liability limit that the City or the District may enjoy under law.
- c. DATA PRIVACY. The parties will comply with the Minnesota Data Practices Act in their performance of this Agreement. Each party will consult with the other party before releasing data received from the other party that may be subject to a not-public classification.
- d. EFFECTIVE DATE. This Agreement is effective on the date it has been signed by the authorized representative of each party.
- e. TERMINATION. Either the City or the District may terminate this Agreement with or without cause by giving the other party thirty days written notice.

IN TESTIMONY WHEREOF the parties have executed this agreement by their duly authorized officers.

CITY OF CENTERVILLE

By: _____

Its: _____

Date: _____

RICE CREEK WATERSHED DISTRICT

By: _____

Its: _____

Date: _____