

WHITEWATER JOINT POWERS BOARD AGREEMENT

THIS AGREEMENT is an amendment to the Joint Powers Agreement signed June 6, 1989 between the counties of Olmsted, Wabasha, and Winona, Minnesota. It is also an amendment to the Cooperative Agreement between the Olmsted, Wabasha, and Winona Soil and Water Conservation Districts signed May 13, 1987.

THIS AGREEMENT, made and entered into this 9th day of May, 1995 by and among the Boards of Commissioners of the following Counties of the State of Minnesota: Olmsted, Wabasha, and Winona (hereinafter referred to as participating county boards), and entered into by and among the Soil and Water Conservation Districts of the following Districts of the State of Minnesota: Olmsted, Wabasha, and Winona (hereinafter referred to as participating districts), pursuant to Minnesota Statute Section 471.59, as follows:

WHEREAS, Minnesota Statutes Sections 471.59 authorizes governmental units to jointly and cooperatively exercise any powers common to the contracting parties, and

WHEREAS, Minnesota Statutes authorizes boards of county commissioners to initiate projects for soil and water conservation, and

WHEREAS, the participating county boards and districts desire to improve the Whitewater Watershed

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, and pursuant to the foregoing, the participating counties and districts do hereby establish a Whitewater Joint Powers Board having the composition, powers, and duties provided in this agreement as follows:

I. WHITEWATER JOINT POWERS BOARD

A. Composition

The Joint Powers Board shall have the following composition: One county commissioner and one district supervisor appointed by each participating County and Soil and Water Conservation District. The Joint Powers Board members' terms shall continue solely at the discretion of each board.

B. Mission

The Whitewater Joint Powers Board exists to carry forward the project's mission. That mission being to continue to nurture a land stewardship ethic amongst those that live, work, and recreate in the watershed. The project will focus on improving water quality, reducing sedimentation and flooding, and improving habitat for all plants and animals. The project will accomplish this mission by developing a partnership among watershed citizens, governmental agencies, environmental groups, and businesses.

C. Powers

The Joint Powers Board shall possess all the powers and duties assigned by law to:

1. Receive and expend funds from any lawful source including any governmental or non-profit source, specifically including contributions from the respective participating counties;
2. Employ such staff as is necessary to carry out the purpose of this agreement, subject to the financial limitations imposed by law and this agreement;
3. Contract with an entity to provide services;

In addition to the above specified powers, the Whitewater Joint Powers Board shall have and exercise all powers which may be necessary to enable it to perform and carry out its duties and responsibilities to implement this agreement.

D. Operating Procedures

1. Voting Members The Joint Powers Board shall appoint from its membership a Chair and such other officers as it deems necessary for the conduct of its affairs. Each board member shall have one vote in the determination of all issues.
2. The Joint Powers Board may adopt operating procedures, including a budget as it may determine from time to time, consistent with Minnesota Statutes Section 471.59 and Chapter 103B.
3. Associate Members (All project participants other than JPB members) may actively participate in the discussions, but they do not have a vote.

9. Contracts

The Board shall have the power to enter into a contract for services with any individual necessary to carrying out the purposes of the Whitewater Joint Powers Board. The Board is authorized to develop a set of standards and procedures which shall be followed by the contractor in fulfilling the objectives.

E. Termination

The participating county boards and districts may terminate and withdraw from the Agreement only on notice of an intention to terminate delivered to the other participating county boards and districts not less than 30 days before the effective date of the termination and withdrawal. If funding for this project terminates prematurely, this contract shall be null and void 60 days after the effective date of such action. The Board and this Agreement shall remain in existence until there is an affirmative vote to terminate existence by 2/3 of the then-member counties.

F. Disposal of Surplus Funds or Property Upon Termination

Upon termination of the Agreement, unexpended funds and surplus property shall be disposed of in a ratio consistent with each member's contributions.

G. Effective Date

The effective date of this Agreement shall be the earliest date when the county boards and districts of two or more member counties and districts adopt resolutions determining to adopt the Joint Powers Agreement.

4. Amendments The operating procedures may be amended by a two-thirds vote of the board members present at any regular Board meeting, provided the members receive not less than ten days prior written notice of the proposed amendment along with the time and place of the meeting. No amendment shall, however, serve to reduce, minimize, or repeal provisions of the enabling statutory law.

5. Chair The Board shall elect a Chair and Vice-Chair. If a vacancy occurs in the office of Vice-Chair, the Board shall elect a replacement to serve for the expired term. If for any reason the Chair's office is vacated, the Vice-Chair shall serve for the remainder of the unexpired term. Election of Officers shall take place at the January Board meeting. Term of office is indefinite unless the Board approves by a 2/3 vote to elect new officers at a January Board meeting.

6. Duties The Chair shall preside at all Board meetings, shall sign all contracts approved by the Board, shall appoint all standing committees and ad hoc task forces, and perform such other duties that pertain to the office. The Vice-Chair shall assume the Chair's responsibilities in the Chair's absence and perform such other duties as may be assigned by the Chair. The Executive Director shall compile meeting minutes, agendas, maintain record files, read correspondence, send meeting notices and pertinent information to the membership, and perform other duties as deemed necessary by the Board.

All Board members are responsible to: 1. regularly attend meetings of the Board and other assigned meetings; 2. serve on sub-committees and task forces as requested by the Chair; and 3. prepare for active participation in discussion and decision making by consulting with local constituencies and reviewing meeting materials.

7. Meetings

Time and Place Regular meetings shall be held every other month on the third Thursday beginning with January. Special meetings may also be called by the Chair or a majority of the Board members. Written notice shall be sent to members advising them of the agenda, time, and location at least five business days prior to the meeting. All meetings are open to the public.

Quorum A quorum shall consist of a simple majority of the voting membership. This is 4 of the 6 members represent a quorum.

Conduct of Meeting All meetings shall be conducted in accord with Robert's Rules of Order, unless waived by the board.

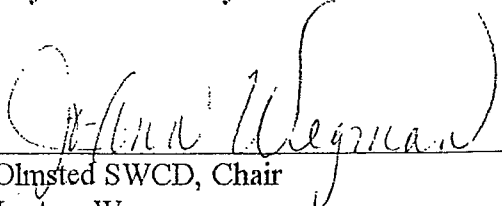
Voting Voting on any matter shall be by voice vote, except that any member of the Board can call for a role call vote to be recorded on any issues. There shall be no voting by proxy and each member shall be entitled to one vote. The Chair shall be a voting member of the Board.

8. Finances

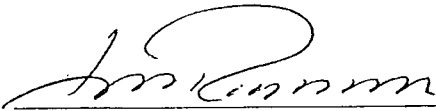
The Board shall prepare an annual budget.

The Board's fiscal agent shall be Olmsted Soil and Water Conservation District as outlined in the Fiscal Agency Agreement. Attachment 1.

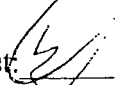
IN WITNESS WHEREOF, the participating county boards and districts, by resolution, have caused this Agreement to be executed by their respective officers. This Agreement may be executed by the member counties and districts in counterparts.

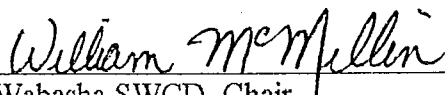

Olmsted SWCD, Chair
Jo-Ann Wegman

5-22-95
Date

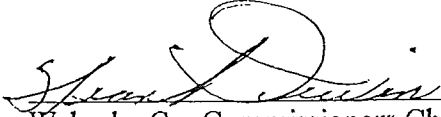

Olmsted Co. Commissioners Chair,
Jim Rossman

5-9-95
Date

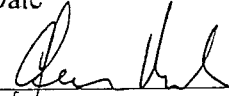
Attest: 
Clerk-Administrator, Richard Devlin

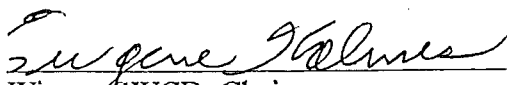

Wabasha SWCD, Chair
~~Neil Stehr~~

8-24-95
Date

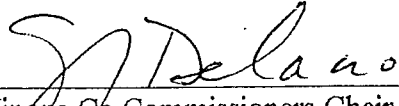

Wabasha Co. Commissioners Chair,
Frank Irwin

4-18-95
Date

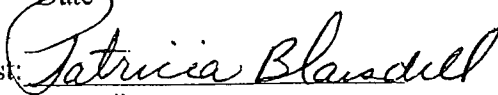
Attest: 
Wabasha Clerk Administrator,
Gene Mahn


Winona SWCD, Chair
Eugene Kalmes

9-13-95
Date


Winona Co Commissioners Chair,
Steve Delano

6-13-95
Date

Attest: 
County Coordinator,
Pat Blaisdell

