

## WHITEWATER JOINT POWERS BOARD AGREEMENT

THIS AGREEMENT is an amendment to the Joint Powers Agreement signed May 9, 1995 between the counties of Olmsted, Wabasha, and Winona, Minnesota.

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of February, 2019 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 (SWCD). 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 Whitewater River Watershed 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 plant and animal habitat. The

project will accomplish this mission by developing a partnership among watershed citizens, governmental agencies, environmental groups, and businesses. The Whitewater Joint Powers Board is the legal entity that oversees the activities and carries out the goals of the Whitewater River Watershed Project.

**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: Each board member shall have one vote in the determination of all issues.
2. The Joint Powers Board may adopt operating procedures as it may determine from time to time, consistent with Minnesota Statutes Section 471.59 and Chapter 103B. Attachment A lists adopted operating procedures not included within this agreement.
3. Associate Members (All project participants other than Joint Powers Board members) may actively participate in the discussions, but they do not have a vote. Project participants include state and local agency/government staff, contracted consultants, volunteers and Whitewater Watershed stakeholders that are assisting with current JPB projects and grants.
4. Amendments: The operating procedures may be amended by a two-thirds (2/3) 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. Officers: The Board shall elect a Chair, Vice-Chair, Secretary/Treasurer, Alternate Secretary/Treasurer, and any other officers the Board deems necessary for the conduct of its affairs at the first Board meeting of the calendar year.
  - a. Term of Office. The Board can approve by a two-thirds (2/3) vote to elect new officers or keep the previous year's officers the same.
  - b. Vacancies. If for any reason the Chair's office is vacated, the Vice-Chair shall serve for the remainder of the unexpired term. If a vacancy occurs in the office of Vice-Chair, the Board shall elect a replacement to serve for the remainder of the unexpired term. If a vacancy occurs in the Secretary/Treasurer position, the Alternate Secretary/Treasurer shall serve for the remainder of the unexpired term. If a vacancy occurs in the office of the Alternate Secretary/Treasurer position, the Board shall elect a replacement to serve for the remainder of the unexpired term.
6. Duties.
  - a. Chair. 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 Chair shall have the authority to delegate any identified duty to any other person.
  - b. Vice-Chair. 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.
  - c. Secretary/Treasurer. The Secretary/Treasurer shall review and sign approved minutes of Board meetings and financial reconciliation documents, and perform such other duties as may be assigned by the Chair. The Alternate Secretary/Treasurer shall assume the Secretary/Treasurer's responsibilities in the absence of the Secretary/Treasurer.
  - d. Watershed Coordinator. The Watershed Coordinator 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.
  - e. All Board Members. 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

- a. Time and Place: Regular meetings shall be held every other month on the third Thursday beginning with February. As needed, meetings may be called during the third Thursday of months that do not have regularly scheduled meetings. 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.
- b. Quorum: A quorum shall consist of a simple majority of the voting membership. Four (4) of the six (6) members shall represent a quorum.
- c. Conduct of Meeting: All meetings shall be conducted in accord with Robert's Rules of Order, unless waived by the board.
- d. Voting: Voting on any matter shall be by voice vote, except that any member of the Board can call for a roll call vote to be recorded on any issue. A motion is approved with a majority vote of the members present in a meeting. 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. This budget is submitted on request to member boards. The Board shall have financial statements audited each year.

9. Contracts

The Board shall have the power to enter into a contract for services with any individual/entity 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. A county board and a district board from the same county can terminate and withdraw from this Agreement independent of the other. If funding for the projects to be carried out by the Whitewater Watershed Project on behalf of the Joint Powers Board terminates prematurely, the Whitewater Watershed Project shall be null and void 60 days after the effective date of such action. However, the Whitewater Joint Powers Board and this Agreement shall remain in existence until there is an affirmative vote to terminate existence by two-thirds (2/3) of the then-member Counties and Districts.

**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 the 2019 Amendment to 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.

**H. Amendment**

This Agreement may be amended by two-thirds (2/3) vote of the Boards of the member Counties and the Districts. Such amendments shall be effective on the earliest date when at least two or more member Counties or Districts approve resolutions adopting the amended Joint Powers Agreement.

**I. General Provisions:**

- a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. **Indemnification:** Each respective party to this Agreement shall be liable for the acts of its respective officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other respective parties, their officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective 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 each party that this Agreement does not create any liability

or exposure of one party for the acts or omissions of the other party pursuant to Minn. Stat. Section 471.59, Subd. 1a. (a).

- c. **Employee Status:** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. **Data Practices and Records Retention:** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement.
- e. **Timeliness:** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

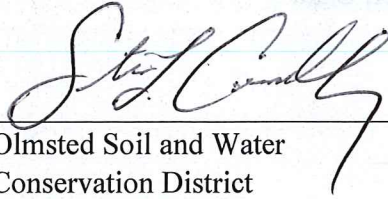
Adopted August 12, 1987

Amended June 6, 1989

Amended May 9, 1995

Amended *Feb 28*, 2019

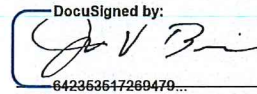
IN WITNESS WHEREOF, the participating county boards and districts, by resolution, have caused this Agreement to be executed by their respective officers. This Agreement may be executed by the member counties and districts in counterparts.



Olmsted Soil and Water  
Conservation District  
Steve Connelly, Chair

3-28-19

Date

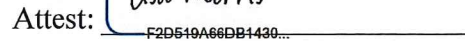
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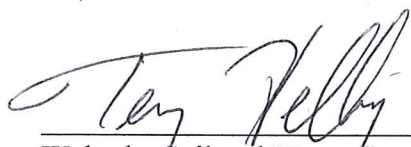
Olmsted County Board of Commissioners  
James Bier, Chair

3/20/2019 | 5:51 PM CDT

Date


DocuSigned by:  


Attest:   
Olmsted County Deputy Clerk to the  
Board, Lisa Morris-Helmstetler



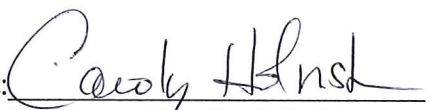
Wabasha Soil and Water Conservation  
District  
Terry Helbig, Chair

2/28/19  
Date



Wabasha County Board of Commissioners  
Don Springer, Chair

4-2-2019  
Date

Attest:   
Wabasha County Interim Administrator,  
Carolyn Holmsten



Leo Speltz  
Leo Speltz, Chair  
Winona County Soil & Water Conservation District

Dated: 2-13-19

Marie H. Kovacs  
Marie H. Kovacs, Chair  
Winona County Board of Commissioners

Dated: 3-12-19

ATTEST:

Kenneth J. Fritz  
Kenneth J. Fritz  
Winona County Administrator

Dated: 3-12-19

Approval as to form this 18th  
day of January, 2019.

[Signature]  
Assistant Winona County Attorney

Approval as to execution this 12th  
day of March, 2019.

[Signature]  
Assistant Winona County Attorney

**Attachment A**  
**to the**  
**Whitewater Joint Powers Board Agreement**

The following are operating procedures adopted by the Whitewater Joint Powers Board are not specifically addressed within the Whitewater Joint Powers Board Agreement.

**Meeting Management:**

For future reference, Board meetings are recorded; approved November 20, 1997.

Whitewater Joint Powers Board members sign a conflict of interest statement when appointed to the Board; approved by consensus September 8, 2011.

In the absence of the Board Chair, the Vice Chair is able to sign checks and other necessary paperwork; approved February 15, 2018.

Public Comment Policy; approved April 18, 2019:

- Public Comments are scheduled after the Call to Order and before Approval of Minutes.
- Each speaker must be recognized by the Chair before speaking and shall only speak once during a meeting Public Comments session.
- Each speaker is limited to two minutes.
- The Public Comments session shall be limited to no more than ten minutes
- The Chair has the right to limit a speaker if the issue is not a part of the Whitewater Joint Powers responsibilities, or does not pertain to what is on the current Board agenda
- All comments shall be respectful and do not include personal attacks, threats of violence, or used as a forum for political campaigns.
- Public comments will not be used to engage or argue with Whitewater Joint Powers Board members. Board members do not have to answer questions from speakers during a comment period.
- All Public Comments are permitted at the discretion of the Chair.

**Financial Procedures:**

Payment requests will be signed at Board meetings; approved February 18, 1999.

Two signatures are required on checks. Signatories are designated Board members and the Coordinator is an alternate; approved July 19, 2007. Two signatures are required for general banking and three signatures for borrowing money; approved August 11, 2011.

Payments for shared coordinator position will be processed through Winona County payroll; approved March 28, 2011.

With agreement between the Whitewater Joint Powers Board and Winona County for shared services of the Water Planner position, the Board does not have employees. The Board will carry minimum Workers Compensation Coverage; approved April 12, 2012.

**Business Location:**

The Whitewater JPB office is located at Winona Soil and Water Conservation District office and payment made through rental agreement; approved December 17, 1998.

End of Attachment A to Whitewater Joint Powers Board Agreement

  
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Whitewater Joint Powers Board Chair

4-18-19  
Date

Amended: February 28, 2019