

## **Resolution to Amend the Joint Powers Agreement Establishing The Pomme de Terre River Association**

WHEREAS, Pomme de Terre River Association purpose currently is to develop and implement plans to improve and maintain the quality of water in the streams, lakes and ground water; and

WHEREAS, the participating Counties and Soil and Water Conservation Districts have identified organizational impediments to optimal development of a Watershed Management Plans; and

WHEREAS, the participating Counties and Soil and Water Conservation Districts have provided motions and resolutions unanimously supporting the collaborative pursuit of a Watershed Management Plan; and

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan.

NOW, THERFORE, BE IT RESOLVED, that the members of the Pomme de Terre River Association amend the existing Joint Powers Agreement to reflect the following:

### **Article 2 Purpose**

The purpose of this agreement is the joint exercise of powers by the undersigned governmental units to develop and implement plans with regard to protection of property from damage of flooding; controlling erosion of land; protection of property, streams and lakes from sedimentation and pollution; and maintaining and improving the quality of water in the streams, lakes and ground water: all in accordance with the intent of Section 471.59 of Minnesota Statutes.

- A. Coordinate with local, state, and federal agencies to encourage landowners to voluntarily change their land use practices to improve the quality of water resources within the Pomme de Terre River watershed.
- B. Provide other similar or related services and programs as determined by the Board.
- C. Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
- D. Collectively develop and adopt a coordinated watershed management plan for implementation per the provisions of the plan.

## **Article 6**

### **Powers of the Board**

**6.1 General Powers.** The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

#### **6.2 Specific Powers.**

**6.2.1 Administrative Services.** The Board shall establish policies and procedures for the administration of the affairs of the Board.

Administrative services shall be provided under the direction and control of the Board. These services shall include, but are not limited to, financial, legal and general administration. The Board may enter into contract and/or agreements with one or more of its member entities as a (Host Entity/Fiscal Agent) to carry out the functions of the PDTRA.

The Board shall ensure adherence to the Minnesota Government Data Practices Act.

**6.2.2 Employees.** The Board may employ, train, pay, discipline, discharge and otherwise manage personnel needed to assist the PDTRA Board in carrying out its duties and responsibilities. Employees of the Board shall not be considered employees of the Parties to this Agreement for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

**6.2.3 Contracts.** The Board may enter into contracts and/or agreements necessary for the exercise of its duties and responsibilities to govern the PDTRA. The board may take such action as is necessary to enforce such contracts to the extent

available in equity or at law. Contracts and/or agreements let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts and/or agreements required by law (i.e. fiscal management, personnel management).

**6.2.4** The PDTRA may apply for and accept gifts, grants, or loans of money or other personal property from the United States, the State of Minnesota, or any other body, organization, political subdivision, or person, whether public or private. The board may enter into any agreement required in connection therewith, and hold, use, or dispose of any such money or other property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

**6.2.5 Insurance.** The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

**6.2.6 Budget.**

6.2.6 A. Budget and work plan. The PDTRA will develop an annual work plan budget, dependent on budget reserves and/or anticipated continued Grants and Project funding. The work plan and budget may be modified as needed to meet actual grant or other funding amounts and requirements.

6.2.6 B. Budgeting and accounting services. The PDTRA may contract with one or more of its member entities (Fiscal Agent) to provide any and all budgeting and accounting services necessary or convenient for the PDTRA. Such services shall include, but not be limited to: management of all funds, including County contributions and grant monies; payment for contracted services; and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Fiscal Agent shall apply to transactions of the Board. The PDTRA, through a separate contract or joint powers agreement, shall enumerate the authorities and duties of the Fiscal Agent. The parties shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established PDTRA funds shall be credited back to that same fund.

6.2.6 C. Employee accommodation. The PDTRA may enter into a contract and/or agreement with one or more of its member entities (Host Entity) to provide office space necessary to carry out the duties and responsibilities of administration on behalf of the PDTRA.

**6.2.7 Watershed Management Plan**

6.2.7 A. Submittal of the Plan. The PDTRA will recommend the plan to the Parties of this agreement. The PDTRA will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the PDTRA will submit the watershed-based plan jointly to BWSR for review and approval.

6.2.7 B. Adoption of the Plan. The Parties agree to adopt and begin

implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

IN WITNESS WHEREOF, the parties to this agreement, by resolution, have hereunto amended the joint powers agreement establishing the Pomme de Terre River Association.

_____ <b>Otter Tail County</b>	_____ <b>Date</b>
_____ <b>West Otter Tail SWCD</b>	_____ <b>Date</b>
_____ <b>Grant County</b>	_____ <b>Date</b>
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6.2.7 B. Adoption of the Plan. The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Lindquist, duly seconded by Commissioner Froemming and, after a full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:


Huebsch, Johnson, Lindquist, Froemming and Rogness

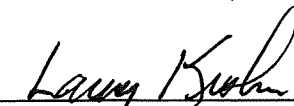
and the following voted against the same: None

Adopted at Fergus Falls, Minnesota this 24<sup>th</sup> day of January 2017

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

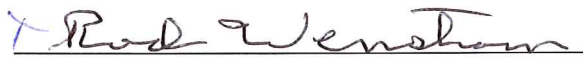
Dated: 1/24/2017

By:   
Doug Huebsch, Chair

Attest:   
Larry Krohn, Clerk

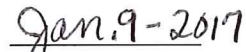
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*Keith Swanson*  
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Grant County

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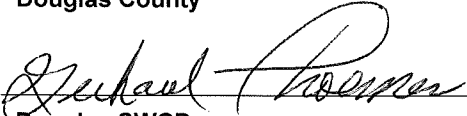
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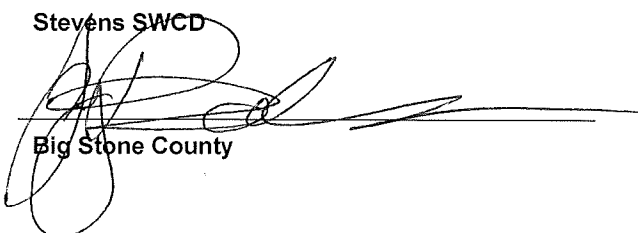
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Swift County Attested by: Amanda Ness

  
Date 12-20-16

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*Peter Peterson*  
Attested by *Amanda Niles*

*12-20-16*

Date *12.20.16*

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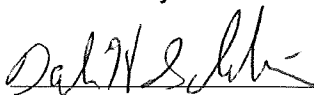
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