

**FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT
TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED**

This First Amendment (“Amendment”) to the Joint Powers Agreement to Protect and Manage the Vadnais Lake Area Watershed (“Joint Powers Agreement”) is entered into by and among the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear (collectively, the “Members”), all of which are parties to the Joint Powers Agreement.

WHEREAS, the Vadnais Lake Area Water Management Organization (“VLAWMO”) is interested in obtaining insurance coverage through the League of Minnesota Cities Insurance Trust; and

WHEREAS, certain amendments are needed to the Joint Powers Agreement to facilitate obtaining the insurance coverage, to ensure VLAWMO and its Members have full access to the coverage offered, and to expressly address liabilities.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendments. Subdivision 14 of the Joint Powers Agreement is hereby amended by adding the underlined material as follows:

Subdivision 14. Insurance and Liability. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection. The Members agree as follows with respect to liability of VLAWMO and the Members:

- 1) VLAWMO is a separate and distinct public entity to which the Members have transferred all responsibility and control for action taken pursuant to this Agreement.
- 2) VLAWMO shall defend and indemnify the Members, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board of Directors in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, section 466.04.
- 3) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 4) To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), and provided further that for purposes of that statute, each part to this Agreement expressly declines responsibility for the acts and omissions of another Member. The Members are not

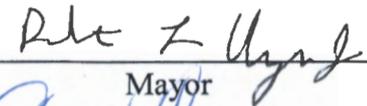
liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.

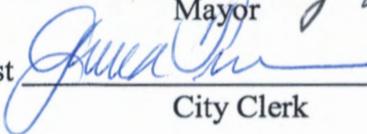
- 5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
2. Limited. No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
3. Authorizations. Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
- a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;
 - b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
 - c) Post a copy of the updated Joint Powers Agreement on VLAMO's website.

IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated 5/21/2019

By 
Mayor

Attest 
City Clerk

CITY OF LINO LAKES

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ___ / ___ / ___

By _____
Chair

Attest _____
Town Clerk

liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.

5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.

2. **Limited.** No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
3. **Authorizations.** Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
 - a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;
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IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF LINO LAKES

By _____
Mayor

Dated 5/28/2019

Attest _____
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 19-60**

**APPROVING FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT
TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED**

WHEREAS, the Vadnais Lake Area Water Management Organization (“VLAWMO”) is interested in obtaining insurance coverage through the League of Minnesota Cities Insurance Trust; and

WHEREAS, certain amendments are needed to the Joint Powers Agreement to facilitate obtaining insurance coverage to ensure VLAWMO and its Members have full access to the coverage offered, and to expressly address liabilities.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Lino Lakes that VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection as stated in the amended Joint Powers Agreement attached to this resolution.

Adopted by the Council of the City of Lino Lakes this 28th day of May 2019.

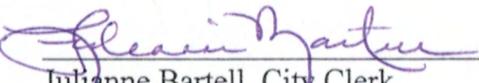
The motion for the adoption of the foregoing resolution was introduced by Councilmember Maier and was duly seconded by Councilmember Rafferty and upon vote being taken thereon, the following voted in favor thereof:

Maier, Rafferty, Manthey, Stoesz, Reinert
The following voted against same:
none



Jeff Reinert, Mayor

ATTEST:



Julianne Bartell, City Clerk



State of Minnesota)
County of Ramsey) ss
City of North Oaks)

RESOLUTION NUMBER 1349
FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT
TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED

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WHEREAS, certain amendments are needed to the Joint Powers Agreement to facilitate obtaining the insurance coverage, to ensure VLAWMO and its Members have full access to the coverage offered, and to expressly address liabilities.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Amendments.** Subdivision 14 of the Joint Powers Agreement is hereby amended by adding the underlined material as follows:

Subdivision 14. Insurance and Liability. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection. The Members agree as follows with respect to liability of VLAWMO and the Members:

- 1) VLAWMO is a separate and distinct public entity to which the Members have transferred all responsibility and control for action taken pursuant to this Agreement.
- 2) VLAWMO shall defend and indemnify the Members, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Board of Directors in carrying out the terms of this Agreement. This Agreement does





not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, section 466.04.

- 3) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
 - 4) To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a, and provided further that for purposes of that statute, each part to this Agreement expressly declines responsibility for the acts and omissions of another Member. The Members are not liable for the acts or omissions of another Member to this Agreement except to the extent they have expressly agreed in writing to be responsible for the acts or omissions of the other Members.
 - 5) Any excess or uninsured liability shall be borne equally by all the Members, but this does not include the liability of any individual officer, employee or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
2. **Limited.** No other changes to the Joint Powers Agreement are intended as a result of this Amendment.
 3. **Authorizations.** Once this Amendment is approved and executed by all of the Members, VLAWMO is authorized to do each of the following:
 - a) Incorporate the amendments into the Joint Powers Agreement, which shall serve as the official Joint Powers Agreement between the Members;
 - b) Provide each Member a copy of the fully executed Amendment and of the updated Joint Powers Agreement; and
 - c) Post a copy of the updated Joint Powers Agreement on VLAMO’s website.





IN WITNESS WHEREOF, the parties, by action of their governing bodies, have agreed and entered into this Amendment effective as of _____, 2019.

CITY OF GEM LAKE

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

CITY OF LINO LAKES

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

CITY OF NORTH OAKS

Dated 6/20/19

By _____
Mayor
Attest [Signature]
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___/___/___

By _____
Mayor
Attest _____
City Clerk

WHITE BEAR TOWNSHIP

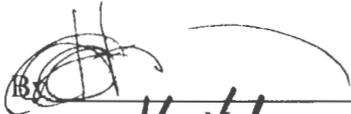
Dated ___/___/___

By _____
Chair
Attest _____
Town Clerk



CITY OF VADNAIS HEIGHTS

Dated 5/21/2019

By  _____
Mayor

Attest  _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ___/___/___

By _____
Chair

Attest _____
Town Clerk

CITY OF VADNAIS HEIGHTS

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated 5/28/19

By Jo Emerson
Mayor

Attest Kara Cowstey
City Clerk

WHITE BEAR TOWNSHIP

Dated ___/___/___

By _____
Chair

Attest _____
Town Clerk

CITY OF VADNAIS HEIGHTS

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated 5/24/19

By 
Chair

Attest 
Town Clerk