



Red River Watershed Management Board

JOINT POWERS AGREEMENT

Adopted 1976, Revised 1994, 2004, 2014 and 2015

TERMS OF OFFICE – THREE YEARS

Expire on December 31st of each year noted.

2015, 2018, 2021, 2024

Joe River WD, Sand Hill River WD, Bois de Sioux WD

2016, 2019, 2022, 2025

Middle Snake Tamarac Rivers WD, Roseau River WD

2017, 2020, 2023, 2026

Red Lake WD, Two Rivers WD, Wild Rice WD

JOINT AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF THE RED RIVER WATERSHED MANAGEMENT BOARD

I.

INTENT OF AGREEMENT

The Red River of the North leaves the juncture of Bois de Sioux and Otter Tail Rivers and flows northward through Canada into Hudson Bay. The topography of the area through which the Red River flows is generally flat with a number of tributaries contributing waters to the main channel. The topography of the area has been altered by the construction of roads, bridges, municipal sites, railroads, and the like. The natural flow of water has been altered by drainage systems constructed within the area in which systems all flow into either tributaries of the Red River or into the Red River itself. There have been no improvements made within the channel of the Red River of the North.

Approximately two-thirds of the land within the Red River Valley is rich tillable soil consisting of Fargo and Bearden clay. Much of the land is devoted to the raising of small grains, beans, corn, potatoes, and sugarbeets. There is a need for water supply and retention areas for agriculture and related industries which are the principal sources of income of the residents within the Red River Valley as well as for the municipal and urban centers within the valley which presently have inadequate water supplies.

The problem of flooding along the Red River of the North has become an annual occurrence. Frequent flooding of the tributaries together with the main stream affects much of the Red River Valley. Flooding consists of the spring runoff floods and seasonal floods wherein the tributaries and the Red River of the North overflow their banks. Flooding has caused damage to farmsteads, lands, roads, bridges, municipal sites, and in general, to much of the area adjacent to the tributaries or to the Red River. It is estimated that the flood of 1997 caused damage to the area in excess of 4 billion dollars. Flooding has had an extremely adverse effect upon the economic and social lives and well being of the agricultural producers, businesses and industries, and the individual residents of the Red River Valley. Our Canadian neighbors suffer extensively from such flooding and the abatement of the flooding will be of significant benefit to them and should improve international relations.

Studies have been conducted by the participants of this agreement, as well as by the United States Army Corps of Engineers, as well as other commissions and governmental bodies. Each year it becomes more apparent that solutions must be sought to allow for more orderly and efficient water management and flood control policies. It is apparent to all of the participants to this agreement that planning and construction to

control the floods along the Red River of the North and its tributaries cannot be done on the basis of each district working on its individual problems, but that these problems must be looked at and solved on a regional basis in cooperation and in coordination with the individual participants to this agreement.

In seeking solutions to the overall problem, it becomes apparent that the only way the problems can be solved is by joint cooperation, joint financing, and a sincere desire on the part of each participant to this agreement to solve the overall flooding problem within the Red River of the North Watershed in the state of Minnesota. The participants to this agreement recognize that the control and abatement of such inundation caused by floods, together with the beneficial use and application of the waters of the Red River of the North for the protection of the public health, safety, and welfare is commonly sought by each and may be best achieved by the cooperative efforts of all.

The parties to this agreement are watershed districts within the state of Minnesota which share the interest and goal of controlling flooding along the Red River of the North and its tributaries and managing the waters thereof. The participants to this agreement realize that the success or failure of this water management board is dependent upon the sincere desire of each participant to cooperate in the exercise of a joint power to solve a joint problem. Each participant to this agreement pledges its cooperation.

II.

JOINT AND COOPERATIVE AGREEMENT

The participants to this agreement are units of government of the state of Minnesota, and govern lands which drain water into the Red River of the North or its tributaries and all have power to construct, reconstruct, extend, maintain, and manage drainage facilities. This agreement is made pursuant to the authority conferred upon participants by Minnesota Statutes Section 471.59 and 103D.

III.

ESTABLISHMENT OF BOARD

For the purpose of accomplishing the objectives and intents of this agreement, the participants hereto establish the Red River Watershed Management Board. The geographical jurisdiction of the Board shall be coextensive with the geographical boundaries of eligible taxing authority counties within each of the participants to this agreement.

IV.

DEFINITIONS

For the purposes of this agreement, the terms used herein shall have the meanings as defined in this article.

Subdivision 1. "Participant" means a watershed district of the state of Minnesota created under Chapter 103D.

Subdivision 2. "Board" means the watershed management board created by this agreement, the full name of which is the "Red River Watershed Management Board" consisting of one member from each of the watershed districts participating in this agreement.

Subdivision 3. "Appointing Board" means the board of managers of the watershed district which is a participant to this agreement.

Subdivision 4. "Districts" means a watershed district created under Minnesota Statutes, Chapter 103D.

V.

MEMBERSHIP

The membership of the Board shall consist of the following watershed districts as shall elect, through resolution or ordinance adopted by their respective governing bodies, to become members:

Joe River Watershed District

Middle Snake Tamarac Rivers Watershed District

Red Lake Watershed District

Roseau River Watershed District

Sand Hill River Watershed District

Two Rivers Watershed District

Wild Rice Watershed District

Bois de Sioux Watershed District

No change in geographic boundaries, structure or organizational data shall affect the eligibility of any watershed district listed above to be represented on the board, so long as such district continues to exist as a separate political subdivision.

VI.

WATERSHED MANAGEMENT BOARD

Subdivision 1. The board shall be representative of the participants to this agreement with one member each to be appointed by the board of managers of each participating district. Each appointing board shall also appoint an alternate member who shall serve and be entitled to vote in the regular member's absence.

Subdivision 2. The appointing boards shall determine the eligibility or qualifications of its representative member and alternate, provided that the representative shall be a current member of the appointing watershed district's board of managers. The alternate member may be a person other than a current manager. Alternates shall be entitled to vote in the regular member's absence, provided that only current managers may vote on the RRWMB's annual budget and levy. The terms of each member and alternate appointed shall be established by this agreement.

Subdivision 3. The term of each member and alternate appointed shall be three years and until their successors are selected and qualified. Any vacancy shall be filled for the unexpired term by the appointing board.

Subdivision 4. Each member shall hold his office on the board at the pleasure of the appointing board.

Subdivision 5. Board members may receive compensation and reimbursement of their expenses from board funds as determined by the rules or regulations of the board.

Subdivision 6. Each appointing board shall, within thirty days of appointing, file with the secretary of the board a record of the appointment of its representative member and alternate.

Subdivision 7. The rules and regulations adopted by the board may be amended from time to time and at either a regular or special meeting of the board provided that a ten-day prior notice of the proposed amendment has been furnished to each person to whom notice of the board meeting is required to be sent. A majority vote of all eligible

votes shall be sufficient to adopt any proposed amendments to such rules or regulations. At the organizational meeting and in January of each year thereafter, the board shall elect from its members a president, a vice president, a secretary, and a treasurer, and such other officers as it deems necessary to conduct its meetings and affairs.

VII.

POWERS AND DUTIES OF THE BOARD

Subdivision 1. The board, acting by its duly appointed watershed management board, shall, as it relates to flood control, water conservation and supply and construction of related initiatives and programs, facilities on the Red River of the North and its tributaries, have the powers and duties set forth in this article.

Subdivision 2. It may employ such persons on a full time, part time or consulting basis, as the board deems necessary.

Subdivision 3. It may contract for and acquire necessary personal property to carry out its powers and duties.

Subdivision 4. It may make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes and intent of this agreement.

Subdivision 5. It may cooperate or contract with any state or subdivision thereof, the Province of Manitoba, Canada, the Dominion of Canada, federal agencies of the United States or Canada, private or public corporations or cooperative associations.

Subdivision 6. It may establish and maintain programs for acquiring and recording hydrological data.

Subdivision 7. It may apply for and accept funds from the federal government and other governmental sources and it may accept funds from private sources and may secure funds in any manner authorized by Chapter 103D and may expend such funds pursuant to Chapter 103D and the provision of this agreement.

Subdivision 8. It may receive, administer and disburse any monies authorized by Minnesota law to be contributed to an association of watershed districts.

Subdivision 9. It may adopt rules and regulations to effectuate the purpose of this agreement.

Subdivision 10. It may exercise all of the powers authorized under Chapter 103D given to a board of managers of a watershed district which are consistent with the purposes of this agreement.

Subdivision 11. It may provide any participating watershed district of any other unit of government with technical data or any other information of which the board has knowledge which will assist the governmental unit with water-related projects.

Subdivision 12. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its participating members and any other political subdivision, commission, board or agency relating to the planning or construction of facilities related to flood control and water conservation and supply. The use of board funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the governing bodies of the participants to this agreement.

Subdivision 13. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the board not currently needed for its operation in the manner and subject to the laws of the State of Minnesota applicable to cities.

Subdivision 14. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefore in the manner hereinafter provided.

Subdivision 15. It shall cause to be made an annual review of the books and accounts of the board and shall make and file a report with its participating districts and the Board of Water and Soil Resources at least once each year including the following information:

- a. Financial condition of the board.
- b. The status of all board projects and work within the watershed.
- c. The business transacted by the board in other matters which affect the interest of the board.

Copies of said report shall be transmitted to the secretary of each participating district, and the executive director of the Board of Water and Soil Resources.

Subdivision 16. Its books, reports, and records shall be available for and open to inspection by its participating districts at all reasonable times.

Subdivision 17. It may recommend changes in this agreement to its participating districts.

Subdivision 18. Each participating district reserves the right to conduct separate or concurrent studies of any matter under study by the board.

Subdivision 19. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein.

VIII.

PROJECTS

The board shall have power to initiate projects or improvements of benefit to the Red River Basin as long as the proposed project or improvement receives a three-fourths majority vote of the board. All such proceedings shall be in conformance with Minnesota Statutes, Chapter 103D, and any special legislation duly passed.

IX.

FINANCES

Subdivision 1. Each participant to this agreement shall cause its respective county auditor to make annual levies of ad valorem taxes authorized by Minnesota law for the benefit of this association of watershed districts, as determined by resolution of the board. The tax rate to be equal and uniform over all the property of the participants to this agreement.

Subdivision 2. Such funds shall be deposited and/or invested as stipulated in the RRWMB Treasurer's Policy Manual.

Subdivision 3. The board, by its treasurer, shall account for, administer, and disburse said funds with each expenditure to be in the form of a check signed as per the Treasurer's Manual.

Subdivision 4. The board may disburse funds only for such projects of improvements for which a preliminary engineering report has been prepared and which is in conformity with the watershed management plan of the proponent's watershed district and for initiatives and programs related to and supporting member districts activities. The board may also advance funds to facilitate land acquisition for projects that are identified

in the proponent watershed district's flood reduction strategy or are otherwise in conformity with its watershed management plan. No disbursement shall be made unless a two-thirds majority vote of the board is received.

Subdivision 5. The board may disburse funds necessary for its operational expenses as well as compensation of its members and reimbursement of their expenses upon a two-thirds majority vote of its members.

Subdivision 6. The board shall have the power to cause the participants to this agreement to cease making annual ad valorem tax levies upon a three-fourths majority vote of the board.

X.

DURATION

Any member district may withdraw from participation herein by filing its withdrawal resolutions with the Secretary of the board and with each member district on or before April 1st of any year this agreement is in force. Such withdrawal to be effective the following October 1st, provided, however, any district withdrawing shall forfeit its investment in board funds and assets and further, shall not effect any levy in process as of the date of said resolution.

XI.

DISSOLUTION

Upon dissolution of the board, all property of the board shall be sold and the proceeds thereof together with the monies on hand shall be distributed to the respective governing bodies of the participants to this agreement in proportion to the member district's historic contribution raised by annual ad valorem tax levy.

XII.

ADDITIONAL PARTICIPANTS

In the event any watershed areas become districts under the provisions of Minnesota Statutes, Chapter 103D, districts shall be invited to become participants to this joint and cooperative agreement to the end that all watersheds, tributaries to the Red

River of the North, are participants and in accord with the spirit and intent of this undertaking. Should such districts, so created, desire to become participants herein, this agreement shall be amended to include such districts.

XIII.

EFFECTIVE DATE

This agreement shall be in full force and effect upon execution by the respective governing bodies of all the undersigned participants. Upon execution of this agreement, each governing body of each participant shall furnish the names and addresses of the regular member appointed to the board as well as the alternate appointed.

IN WITNESS WHEREOF, the undersigned watershed districts, by action of their governing body, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes 471.59 and 103D.