

**AMENDED JOINT POWERS AGREEMENT FOR THE  
RED RIVER VALLEY CONSERVATION SERVICE AREA**

Article 1

THIS AMENDED AGREEMENT (“Agreement”) is made by and between the following political subdivisions of the State of Minnesota:

- Becker Soil & Water Conservation District
- Clay Soil & Water Conservation District
- East Polk Soil & Water Conservation District
- East Otter Tail Soil & Water Conservation District
- Grant Soil & Water Conservation District
- Kittson Soil & Water Conservation District
- Marshall Soil & Water Conservation District
- Mahnomon Soil & Water Conservation District
- Norman Soil & Water Conservation District
- Pennington Soil & Water Conservation District
- Red Lake Soil & Water Conservation District
- Roseau Soil & Water Conservation District
- Traverse Soil & Water Conservation District
- West Otter Tail Soil & Water Conservation District
- West Polk Soil & Water Conservation District
- Wilkin Soil & Water Conservation District

WHEREAS, the participating SWCD’s desire to protect and improve water quality within their respective boundaries; and

WHEREAS, the participating SWCD’s desire to improve the delivery of technical assistance to further these goals; and

WHEREAS, the State of Minnesota has made available funding for technical assistance through the SWCD’s for projects designed to correct non-point source pollution problems.

WHEREAS, the participating SWCD’s, by and through their respective Boards of Supervisors entered into an agreement establishing the West Central Minnesota Joint Powers Board (WCMJPB), on January 13, 1995 and the Northwestern Minnesota Joint Powers Board (NWMJPB), on April 4, 1995, and subsequently changed the name from Northwestern Minnesota Joint Powers Board to the Soil and Water Conservation District Technical Service Area 1 (SWCD TSA 1) on October 26, 2004, pursuant to Minnesota Statutes Chapter 103C and Minnesota Statutes Section 471.59; and

WHEREAS, WCMJPB and SWCD TSA 1 merged, and established one joint powers entity considered a separate and distinct legal entity as described herein;

WHEREAS, each party to this Agreement desires to amend the Joint Powers Agreement establishing the Red River Valley Conservation Service Area (RRVCSA), in accordance with the terms of this Agreement, which revokes any terms which are inconsistent with this Agreement.

NOW THEREFORE the parties agree to amend and replace the Red River Valley Conservation Service Area (RRVCSA) Joint Powers Agreement filed with the State of Minnesota Secretary of State on July 16, 2009 with this amended Agreement:

**SECTION 1  
TERM**

The term of this Agreement begins on the date of the final signature of all parties and continues in force until it is terminated or modified as provided in this Agreement.

**SECTION 2  
NAME OF ASSOCIATION**

The organization established by this Agreement shall be known as the Red River Valley Conservation Service Area. (RRVCSA).

**SECTION 3  
PURPOSE**

The purpose of this Agreement is to establish a joint powers board to coordinate and assist with the operations of the participating SWCDs and with projects for the mutual benefit of participating SWCDs as provided under this Agreement.

- A. Technical assistance for the design of conservation practices.
- B. Provide 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.

**SECTION 4  
DEFINITIONS**

- 4.1 “Board” or “board” means the joint powers board of the Red River Valley Conservation Service Area (RRVCSA) established under this agreement.
- 4.2 “Director” means a member of the Board.
- 4.3 “District” or “Board of Supervisors” means a District Board of Supervisors that is a party to this Agreement.

**SECTION 5  
RRVCSA BOARD OF DIRECTORS**

- 5.1 CREATION. A joint powers board known as the RRVCSA Board
- 5.2 RRVCSA BOARD COMPOSITION. The RRVCSA Board shall consist of sixteen Directors, one Director from each District, appointed by resolution of each district. Districts may also appoint an alternate who may serve in the absence of the Director. Resolutions appointing a Director and alternate of each District shall be filed at a place, time and manner as determined by a majority of RRVCSA Board members.
  - A. Qualifications. Each Director and alternate must be a member of the appointing District Board Supervisors. Each Director and alternate shall serve at the pleasure of the District that appointed him or her and may be removed with or without cause by resolution of that District at any time.
  - B. Term of Office. The term of office for each Director and alternate commences on the date specified in the appointing resolution and continues through December 31<sup>st</sup> of that calendar year, provided that each Director and alternate may continue in office until a successor has been duly appointed. There shall be no limit to the number of successive terms a Director or alternate may serve.
  - C. Vacancies. If the office of any Director or alternate becomes vacant, the vacancy shall be filled by appointment by the Board of Supervisors from which the vacancy has occurred. The appointment shall occur within 45 days of the existence of vacancy. The office shall be deemed vacant under the conditions specified in the Minnesota Statutes Section 351.02 or if a Director or alternate fails to meet the qualification requirements under this Agreement.

- D. Directors and Alternates shall serve without compensation or per diems for Board meetings from RRVCSA, but this shall not prevent a District from providing compensation for its Director or Alternates.
- 5.3 Officers. At first meeting of each calendar year the RRVCSA Board shall elect from its members a Chair, a Vice-Chair, and a Secretary/Treasurer, who shall serve until their successors are elected. The RRVCSA Board shall hold a special election to fill officer vacancies. There is no limit to the number of successive terms an officer may serve. The officers shall perform such duties and exercise such powers as shall be assigned to them by the RRVCSA Board resolution or bylaws. Any officer may be removed from office for good cause by RRVCSA Board resolution.
- A. Chair and Vice-Chair. The Chair shall preside at all meeting of the RRVCSA Board and perform other duties and functions as determined by the RRVCSA Board. The Vice-Chair shall preside over the RRVCSA Board during the absence of the Chair.
- B. Secretary and Treasurer. The Secretary/Treasurer shall take minutes and submit all the minutes of the RRVCSA Board meetings for approval by the RRVCSA Board at the next meeting. The Secretary/Treasurer shall assist the Chair in overseeing the RRVCSA Board's budget and finances. In the absence of the Chair and Vice Chair, the Secretary/Treasurer shall preside over the RRVCSA Board meeting.
- C. An Executive Committee may be established by the RRVCSA Board to make necessary operational decisions.
- 5.4 Meetings and Agenda. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).  
The RRVCSA Board shall meet regularly at such time and place designated by RRVCSA Board resolution or bylaws. Special meetings may be held from time to time upon the call of the Chair or of any four other Directors of the RRVCSA Board. No vote shall be taken on any matter within the scope of this Agreement, unless it is included on an agenda distributed to all Supervisors of each District not less than seven (7) calendar days prior to the meeting of RRVCSA Board at which the matter is to be discussed, unless it is the subject of a special or emergency meeting.
- 5.5 Quorum and Voting
- A. Quorum. A majority of the Directors shall constitute a quorum for all regular and special meetings of the RRVCSA Board. In the absence of a quorum, a meeting shall be rescheduled or adjourned. In the event a Director cannot be present at a meeting, the Director's alternate may appear and exercise all of the powers of such Director, except an alternate appearing on behalf of an RRVCSA Officer shall not exercise powers or responsibilities incident to such office. A supermajority shall consist of a ¾ of the full membership of the RRVCSA Board.
- B. Votes. Each Director shall be entitled to cast one vote on any matter. Any action within the authority of the RRVCSA Board shall be approved only by a majority vote of the members present. Except as otherwise may be provided in this Agreement or bylaws, no Director may cast a vote on behalf of another member of the RRVCSA Board by proxy.

## SECTION 6 POWERS AND DUTIES

- 6.1 POWERS. With respect to the activities, projects, or obligations the RRVCSA Board undertakes in its effort to coordinate and assist with the operations of the Districts, the RRVCSA Board shall only exercise the powers granted below as are appropriate to the responsibility undertaken.
- A. The RRVCSA Board may provide for the prosecution and defense or other participation in legal actions in which it may have an interest;
- B. The RRVCSA Board may make and enter into any contract, joint powers agreement, lease, or any other legal instrument, necessary or proper for the exercise of its powers or the accomplishment of its purposes.

- C. The RRVCSA Board may adopt bylaws and policies and procedures relating to the exercise of its powers or the accomplishment of its purposes which are consistent with the terms of this Agreement. Bylaws may be approved by a supermajority of the full board at a regular meeting after consideration by the Board at two prior meetings.
- D. The RRVCSA Board may receive and expend funds. The RRVCSA Board may employ, train, pay, discipline, discharge, and otherwise manage personnel needed to assist the RRVCSA Board in carrying out its duties and responsibilities. The RRVCSA Board may contract with one or more of its member Districts (Host District) for the Host District's employees to carry out RRVCSA Special Projects.
- E. The RRVCSA Board may apply for and accept gifts, grants, or loans of money, or other real or personal property from the United States, the State of Minnesota, or any other body, organization, political subdivision, or person, whether public or private. The RRVCSA Board may enter into any agreement required in connection therewith, and may hold, use, and dispose of any such money or property in accordance with the terms of the gift, grant, loan, or agreement.
- F. The RRVCSA Board may make any gift, grant, or loan required or permitted by Minnesota Statutes Chapter 103C, as amended.
- G. The RRVCSA Board may engage in any planning, advising, organizing, coordinating, administering necessary or proper for the exercise of its powers or the accomplishment of its purposes.
- H. The RRVCSA Board may prepare a work plan and budget for the support of its activities.
- I. The RRVCSA Board may exercise all powers arising by necessary implication from the powers enumerated and otherwise expressed herein.

## SECTION 7 BUDGETING AND FUNDING

- 7.1 RRVCSA WORK PLAN AND BUDGET. By July 1<sup>st</sup> of each year, the RRVCSA Board shall adopt a work plan and budget for the next fiscal year. The work plan and budget may be adopted based on anticipated continued Special Project funding and may be modified as needed to meet actual grant or other funding amounts and requirements. The budget revenues shall include any grant or other funds to be received by the RRVCSA and contributions, if any, from each participating District. The budget shall have a least two categories of expenditures: (1) Board administration costs, and (2) RRVCSA special project costs.
- 7.2 PROPERTY OF THE RRVCSA BOARD. Title to any property acquired by the RRVCSA Board or acquired with RRVCSA Board funding shall be held in the name of the RRVCSA Board. If a grant required title to property purchased with grant funds be held in the name of the Grantor, such property must be maintained in the name of the Grantor.
- 7.3 BUDGETING AND ACCOUNTING SERVICES. The RRVCSA may contract with one or more of its member Districts (Host District) to provide any and all budgeting and accounting services necessary or convenient for the RRVCSA. Such services shall include, but not limited to; management of all funds, including District contributions and grant monies; payment for contracted services; and *relevant* bookkeeping and record keeping. The contracting and purchasing requirements of the Host District shall apply to transactions of the Board. The RRVCSA, through a separate contract or joint powers agreement, shall enumerate the authorities and duties of the Host District. The Districts shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established RRVCSA funds shall be credited back to same fund.
- 7.4 ACCOUNTABILITY OF FUNDS, RECORDS, AND AUDIT. The RRVCSA shall provide for the strict accountability of all funds, which shall be maintained in separate accounts, and for the accurate reporting of all receipts and disbursements in accordance with good and accepted accounting practices. The books and records of the RRVCSA Board are subject to the provisions of Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act). The Board, within 120 days after the close of each fiscal year, which is July 1 to June 30, shall give a complete written report of all financial activities for the fiscal year to the Districts.

## SECTION 8 IDEMNIFICATION AND INSURANCE

### 8.1 INDEMNIFICATION.

- A. Applicability. The RRVCSA shall be considered a separate and distinct public entity to which the Districts have transferred all responsibility and control for actions taken pursuant to this Agreement. The RRVCSA shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- B. Indemnification. The RRVCSA shall fully defend, and hold harmless the Districts, their officers, employees, and agents, against all claims, losses, liability, suits, judgements, costs and expenses by reason of the action or inaction of the RRVCSA. This Agreement to indemnify does not constitute a waiver by any District of limitations on liability provided under Minnesota Statutes Section 466.04.

To the full extent permitted by law, actions by the Districts, their 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 the Districts that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a (a), provided further, that for purposes of that statute, each District expressly declines responsibility for the acts or omissions of any other District.

The Districts are not liable for the acts or omissions of the other Districts except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Districts.

- 8.2 INSURANCE. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board, its officer, employees if any, and agents for actions of the Board, its officers, employees if any, and agents arising out of this Agreement.

## SECTION 9 DEFAULT

The breach of any material term of this Agreement by a District shall constitute a default by such District. Upon such a default, the non-defaulting Districts may, by unanimous joint resolution, expel the defaulting District from the RRVCSA Board, in which case this Agreement is terminated as to such District. The financial and legal consequences of expulsion shall be the same as those resulting from a District’s voluntary withdrawal from membership in the RRVCSA Board.

## SECTION 10 WITHDRAWAL FROM ASSOCIATION

- 10.1 VOLUNTARY WITHDRAWAL. Any district shall have the right to withdraw from the RRVCSA Board in the following manner:
- A. The Board of Supervisors of the withdrawing District shall pass a resolution declaring its intention to withdraw effective on a specified date by sending a certified copy of such resolution to the Chair of the RRVCSA Board not less than ninety days before effective date of withdrawal.
  - B. On receipt of the resolution of withdrawal, the Chair of the RRVCSA Board shall send a copy of said resolution to each District Board of Supervisors.
  - C. A District’s withdrawal shall not operate to terminate this Agreement related to the remaining Districts, unless at the time of such withdrawal the RRVCSA Board consists of no more than four members including the withdrawing District.
  - D. Withdrawal by a District shall not result in the discharge of any legal or financial liability incurred by such District before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing District to the approval of the remaining Districts, which approval shall not be unreasonably withheld.
  - E. A withdrawing District shall not be entitled to a refund of funds paid, or forgiveness of funds owed, to the RRVCSA Board prior to the effective date of withdrawal. A withdrawing District shall be entitled to

a return of any property owned by the District, real or personal, that is leased or loaned by such District to the RRVCSA Board. All such property not returned at the time of said District's withdrawal shall be dealt with as provided by Section 11 (Termination).

## **SECTION 11 TERMINATION**

11.1 TERMINATION. This Agreement, and the RRVCSA Board created hereby, shall continue indefinitely in full force and effect until the occurrence of either the following events:

- A. Twelve or more Districts withdraw from the Agreement, either concurrently or at different times, pursuant to this Agreement; or
- B. All Districts, or all remaining Districts, mutually agree to terminate the Agreement by joint resolution passed by the Districts' respective Boards of Supervisors.

11.2 LIABILITY AND DISPOSITION OF PROPERTY UPON TERMINATION. Termination of this Agreement shall not act to discharge any liability incurred by the RRVCSA Board. After the effective date of termination, the RRVCSA Board shall continue to exist for the limited purpose of discharging the RRVCSA Board's debts and liabilities, setting its affairs, and disposing of its property. All property, real and personal, held by the RRVCSA Board at the time of its termination, shall be distributed among the current members of the RRVCSA, equally with due regard to the requirements of the Minnesota Statutes Section 471.59, subdivision 5. The RRVCSA Board shall finally terminate and cease to exist upon approval of a final report of the RRVCSA Board, passed by the unanimous vote of its Directors, declaring that all the affairs and obligations of the RRVCSA Board have been discharged or otherwise properly concluded.

## **SECTION 12 AMENDMENTS**

This Agreement may be amended only by the supermajority action of Districts, which action shall take the form of a joint resolution passed by each District Board or Supervisors.

## **SECTION 13 MISCELLANEOUS**

- 13.1 SEVERABILITY. The provisions of this Agreement are severable. This means if any paragraph, section, subdivision, sentence, clause, or phrase is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law; such decision shall not affect the remaining portions of this Agreement.
- 13.2 SUCCESSOR ORGANIZATION. It is the intent of the Districts that the RRVCSA Board established pursuant to this Agreement is the successor to the WCMJPB Board established pursuant to the Joint Powers Agreement dated January 13, 1995, and the NWMJPB established pursuant to the Joint Powers Agreement dated April 4, 1995, and subsequently changed the name from Northwestern Minnesota Joint Powers Board to the Soil and Water Conservation District Technical Service Area 1 on October 26, 2004, as amended. The Board established under this Agreement accepts the assignment and agrees to perform all the rights and obligations of its predecessor effective the date of all signatures of the parties on this Agreement.
- 13.3 ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Districts and supersedes all oral and written agreements and negotiations by the Districts relating to the subject matter of this Agreement, including:
  - 1995 Joint Powers Agreement establishing the WCMJPB
  - 1995 Joint Powers Agreement establishing the NWMJPB
  - The October 2004 Joint Powers Agreement changing the name of the NWMJPB to SWCDTSA 1.
  - The July 16, 2009 Joint Powers Agreement establishing the Red River Valley Conservation Service Area (RRVCSA) as filed with the State of Minnesota Secretary of State

**SECTION 14  
COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which is considered an original, but all of which constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on the dates written below:

**IN WITNESS WHEREOF, the sixteen Districts, by resolution, have caused this Agreement to be executed by their respective representative.**

*(The rest of this page intentionally left blank)*

**Becker Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*



**Clay Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**East Polk Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**East Otter Tail Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Grant Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Kittson Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Marshall Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Mahnomen Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Norman Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*



**Pennington Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Red Lake Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Roseau Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Traverse Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**West Otter Tail Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**West Polk Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signatures continue on the following pages.]*

**Wilkin Soil & Water Conservation District**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attest:*

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Its: \_\_\_\_\_