

JOINT POWERS AGREEMENT

[Red Lake River Corridor]

AGREEMENT, Made January 6, 2003, among those eligible Cities and Counties which acknowledge, accept and become signatories to this agreement, all referred to herein as Participants.

R e c i t a l s

A. The Participants have in common the power to provide programs and projects that improve the livability of their communities or region by enhancing economic, educational and recreational opportunities for residents.

B. It is determined by the Participants that the protection, restoration and enhancement of the Red Lake River's natural corridor ("Corridor") will maintain and improve the quality of life and enhance economic, educational and recreational opportunities within the Red Lake River region.

C. Minnesota Statutes, Section 471.59, authorizes the joint exercise of powers common to the Participants and agreements to perform any service or function which the Participant providing such service or function is authorized to provide for itself, even in the absence of commonality of powers.

NOW, THEREFORE, the Participants agree as follows:

1. **Purpose**. The purpose of this agreement is to cooperate in the planning for and implementation of programs, activities, services and projects that enhance the Corridor.

2. **Participant Eligibility**. Cities and counties that are located, in whole or in part, within the Red Lake Watershed District boundaries are eligible to become Participants.

3. **Administration of Agreement**.

b. **Creation of Joint Board**. There is hereby created the Red Lake River Corridor Board ("Joint Board"). The Joint Board has the organization, powers, and duties set out in this agreement.

b. **Authority and Duties**. The Joint Board has the following powers and duties:

1) **General Powers**. The Joint Board may:

- a) Serve as a forum for consideration, study and recommendation on area concerns relating to the Corridor;
- b) Assemble information helpful in the consideration of possible activities, services and projects designed to enhance the Corridor, including, but not limited to, the creation of a geographic information system focusing on the Corridor;
- c) Produce planning and design documents for boat access points, parkland, trails, historic sites and natural features;
- d) Catalog the Corridor's land use history;
- e) Explore practical avenues and make recommendations for cooperation, coordination and joint action regarding the Corridor;
- f) Provide such joint programs, functions or services as it deems advisable in keeping with the purpose of this agreement;
- g) On behalf of the Participants, apply for, receive and administer funding from all sources designed to further the purposes of this agreement;
- h) Develop and implement By-Laws, rules and regulations not inconsistent with the terms of this agreement governing its operation;
- i) In its own name, make and enter into contracts, employ agents and employees (whenever possible volunteer help will be obtained), lease, acquire, hold and dispose of property, incur debts, liabilities and obligations, provide for insurance coverage, including, but not limited to, liability insurance for members of the Joint Board, and make expenditures all within the limitations of funds provided to it by the Participants and from other sources; provided, that no debt or obligation may be incurred without the prior written approval of all

of the Participants unless such debt or obligation can, at the time it is incurred, be paid in full from actual resources or resources expected pursuant to a budget approved by all of the Participants; and

j) Perform all necessary functions and do all things necessary or desirable to fulfill the purposes of this agreement.

2) Conformance with Law. The Joint Board will disburse funds in a manner which, so far as practical, agrees with the method provided by law for the disbursement of funds by the Participants. Contracts let and purchases made under this agreement must conform to the requirements applicable to contracts and purchases of the Participants.

c. **Membership and Organization.** The membership and organization of the Joint Board is as follows:

1) Membership. The Joint Board consists of members equal in number to the number of Participants. One (1) member will be appointed by the governing body of each Participant. Members of the Joint Board ("Members") may, but need not, be public officials. Members will serve for a term of four (4) years, provided that the Joint Board will by lot or other appropriate method select an initial term for the first Member selected by each Participant which will as closely as possible provide for half of the Members' terms to expire every two (2) years. A Member will hold office until the appointment of his or her successor.

2) Vacancies. Vacancies on the Joint Board will be filled in the same manner that original appointments are made. Any Member missing three (3) or more consecutive meetings without an excuse approved by the Joint Board will be deemed to have vacated his or her office and the vacancy will be filled in the manner provided herein for filling vacancies.

3) Removal. A member may be removed if the Member fails to perform his or her duties in accordance with the purposes of this agreement, or is guilty of nonfeasance or malfeasance in office. The following procedure must be followed to remove a Member:

(a) The Joint Board, by resolution stating the cause(s), determines that cause(s) may exist to remove a Member.

(b) The Participant is given written notice of the intent of the Joint Board to have the Executive Committee review the removal of a Member representing the Participant. Such notice shall include the cause(s) of removal, the following options for the Participant and require the Participant to provide written notice of its intent with respect to the options within thirty (30) days of receiving notice:

i. Remove the Member as the representative of the Participant and appoint a new Member.

ii. Request a meeting with the Executive Committee to review the cause(s) of removal.

iii. Show extenuating circumstances for continued service of the Member on the Joint Board.

(c) Following completion of steps (a) and (b), the Executive Committee shall review cause(s) for removal of the Member and:

i. Recommend removal of the Member from the Joint Board; or

ii. If the Participant removes the Member and appoints a new Member to represent the Participant, recommend acceptance of such new Member; or

iii. Recommend continued service of the Member on the Joint Board.

(d) The Joint Board shall receive the recommendation of the Executive Committee and accept or reject the recommendation or take whatever other action it deems appropriate under the circumstances. If the vote is to remove the Member, such removal must be by the affirmative vote of at least two-thirds (2/3rds) of the number of Members comprising the Joint Board.

(e) If the Joint Board removes the Member following the above steps, the Joint Board shall request that a new Member be appointed by the Participant. Failure to appoint a Member does not exclude the Participant from the duties and responsibilities of a Participant in this agreement.

- 4) Meetings. The Joint Board will hold regular meetings at least annually. Special meetings may be called by the Chairperson or by any two (2) Members, by written notice at least three (3) days before the meeting. Notice of all regular and special meetings, together with an agenda of such meetings, will be given in the same manner as such notice is given for meetings of the Participants. Meetings will be open to the public.
- 5) Compensation. Members will serve without pay but they may be reimbursed for actual out-of-pocket expenses.
- 6) Officers. The Members will select one (1) Member as Chairperson, one (1) Member as Vice Chairperson and one (1) Member a Secretary. They will also select a Treasurer, who need not be a Member. The Treasurer shall be bonded in an amount deemed appropriate by the Joint Board.
- 7) Quorum and Voting. Except when a larger vote is specifically required elsewhere in this agreement, a vote of at least a majority of a quorum is

required to pass any measure. A quorum is one-half ($\frac{1}{2}$) of the number of Members comprising the Joint Board. A Member must be present to cast a vote. Voting by proxy is not allowed.

- 8) Executive Committee. The Executive Committee consists of the Chairperson, the Vice Chairperson, the Secretary and an additional Member selected by the Chairperson. The Chairperson will serve as the Chairperson of the Executive Committee. The Executive Committee has the authority of the Joint Board in the management of the business of the Joint Board except that the Executive Committee will act only in the interval between meetings of the Joint Board, may not determine matters of policy without the prior specific authorization of the Joint Board and at all times is subject to the control and direction of the Joint Board as a whole. The minutes of the Executive Committee meetings shall be forwarded to the Joint Board.
- 9) Alternate. Participants may appoint one (1) alternate who, in the absence of the Member, may attend Joint Board meetings and perform all of the duties and have all of the rights of the Member.

4. Finances.

- a. **Contributions by Participants**. The participants will contribute to the Joint Board in amounts and at times agreed upon by them through a process of negotiation. None of the participants is liable for the payment of any sum either to one another or to the Joint Board in connection with this agreement unless such sum has been specifically authorized or ratified by resolution of its respective governing body.
- b. **Budget, Funds and Charges**. The Joint Board shall, on or before the first day of August each year, prepare and submit to the Participants a budget for its next fiscal year, which budget must be approved by the Participants before it may be adopted by the Joint Board as its budget. The Joint Board will have such funds as are provided to it from time to time by the Participants, such funds it can raise by providing charges for its services or programs, if any, and such funds as may be donated to it.

- c. **Reports.** The Joint Board shall send a report (including, but not limited to, all receipts and disbursements for the previous reporting period) at least annually and within four (4) months of the close of its fiscal year.
- d. **Accounting.** The Joint Board is strictly accountable for all funds and it is responsible for the method, procedure and individuals performing services in connection with the keeping of financial ledgers, making reports and preparing statements for receipts and disbursements. The financial statements and accounts shall be audited by a certified public accountant in conjunction with one of the Participant's audits or in accordance with other acceptable accounting practices authorized by law.
- e. **Responsibility for Obligations for Joint Board.** None of the Participants shall be liable for any obligations of the Joint Board.
- f. **Fiscal Year.** The fiscal year of the Joint Board ends on the 31st day of December of each year.

5. **Title to and Control of Property.**

- a. **Title of Property.** In the event the Joint Board acquires any real or personal property or constructs any facilities, title shall be held by the Joint Board.
- b. **Control of Property.** All property acquired, constructed and held pursuant to this agreement shall be exclusively controlled by the Joint Board as to the manner in which it shall be used and all other matters concerning the use and enjoyment of said property.

6. **Duration, Termination, Withdrawal and Involuntary Withdrawal.**

- a. **Duration.** This agreement will continue in effect until it is terminated in the manner provided herein.
- b. **Termination.** This agreement may be terminated upon at least two-thirds (2/3) of the Participants' governing bodies passing a resolution of the governing body's intention to terminate. Such termination will be effective at the close of the Joint Board's first fiscal year ending

after the time the requirement for termination is met unless a different effective date is provided for in the resolutions required to terminate.

- c. **Disposition of Funds Upon Termination.** Upon termination of this agreement, any money in possession of the Joint Board after the payment of all costs, expenses and charges validly incurred under this agreement shall be returned to the participants in proportion to their contribution determined as of the time of termination.
- d. **Disposition of Property Upon Termination.** Upon termination of this agreement, any property acquired by the Joint Board under this agreement which has not been liquidated by the Joint Board shall be distributed to the Participants in accordance with the respective contributions of each to the costs of said property. In the event any structure shall have been constructed by the Joint Board upon land owned by one or more but not all of the Participants, then upon termination, the Participant or Participants owning the land upon which the structure was constructed shall have the option to purchase said structure at its fair market value.
- e. **Voluntary Withdrawal.** A participant may voluntarily withdraw from the agreement by passing a resolution indicating its intent to withdraw from the agreement and filing a copy of the resolution with the Secretary of the Joint Board. Any such withdrawal will be effective when it has been filed with the Joint Board. Voluntary withdrawal of a Participant shall have no effect upon the continuation of the agreement so long as more than one Participant remains after the withdrawal. The interest of the withdrawing Participant will automatically revert to the Joint Board so that all the remaining Participants shall share in the agreement in the same proportion as their then respective positions. The voluntary withdrawing Participant shall not be paid for the value of the withdrawing Participant's share in the agreement. Further, the withdrawing Participant will not be refunded any monies provided by the withdrawing Participant to the Joint Board prior to the withdrawal nor shall any information provided by the Participant to the Joint Board be returned to the withdrawing Participant.

f. **Expulsion of Participant.** A Participant may be expelled from the agreement. The expulsion of a Participant from the agreement shall have no effect upon the continuation of the agreement. Any Participant expelled shall immediately lose all interest in the agreement and the Joint Board, and shall not be paid for the value of the expelled Participant's interest in the agreement. Further, the expelled Participant will not be refunded any monies provided by the expelled Participant to the Joint Board prior to the withdrawal nor shall any information provided by the Participant to the Joint Board be returned to the expelled Participant. The following procedure will be followed to expel a Participant:

(a) The Joint Board, by resolution stating the cause(s), determines that cause(s) may exist to expel a Participant.

(b) The Participant is given written notice of the intent of the Joint Board to have the Executive Committee review the removal of the Participant. Such notice shall include the cause(s) of expulsion. The notice shall also include the following options for the Participant and require the Participant to provide written notice of its intent with respect to the options within thirty (30) days of receiving notice:

i. Voluntarily withdraw from the agreement; or,

ii. Request a meeting with the Executive Committee to review the cause(s) of expulsion; or,

iii. Show extenuating circumstances for continued participation in the agreement by the Participant.

(c) Following completion of steps (a) and (b), the Executive Committee shall review the cause(s) for expulsion of the Participant and:

i. Recommend expulsion of the Participant; or

ii. Recommend continued participation in the agreement by the Participant.

(d) The Joint Board shall receive the recommendation of the Executive Committee and accept or reject the recommendation or take whatever other action it deems appropriate under the circumstances. If the vote is to expel the Participant, such expulsion must be by the affirmative vote of at least two-thirds (2/3) of the number of Members comprising the Joint Board.

(e) If the Joint Board expels the Participant following the above steps, the expelled Participant is ineligible to again become a Participant without the affirmative consent, by resolution, of two-thirds (2/3) of the Participants' governing bodies.

7. **Amendment.** This agreement can only be changed by an agreement in writing signed by all of the Participants.

8. **Captions.** Captions in the paragraphs of this agreement are for convenience of reference only.

9. **Entire Agreement.** All promises and undertakings that the Participants have made are contained in this agreement.

10. **Multiple Counterparts.** This agreement may be signed in a number of identical counterparts, each of which will be deemed to be an original, but all of which constitute, collectively, one and the same agreement. In making proof of this agreement, it will not be necessary to produce or account for more than one such counterpart.

[Remainder of Page intentionally Blank]

The _____ of _____ acknowledges,
(City or County)
accepts and signs the Joint Powers Agreement [Red Lake River Corridor] dated
January 6, 2003, with the intention of becoming a Participant effective the
_____ day of _____, 20__.

By _____
Its _____

By _____
Its _____

(Signature Page to Joint Powers Agreement)