



Special Meeting

Date: April 24, 2026
Time: 9:00 AM
Location: Teleconference / Team Meeting

Website for Web Meeting:
<https://teams.microsoft.com/meet/248893949243852?p=IKtJCOSwHzTaBJzJ8E>

Call-in Number: (Toll) 1-701-997-5045
(Toll-Free) 1-833-526-0201
Meeting ID: 248 893 949 243 852
Passcode: 3wg2XT3r

Agenda:

1. Call to Order [Page 1]
2. SRJB Legislative Support Contract [Page 2]
3. Memorandum of Understanding with Minot Park District [Page 13]
4. Adjourn

Next Meeting: 4 :00 PM May 7, 2026 Minot, ND (Regular Meeting)

SRJB Legislative Support Contract

Following this sheet is the Services agreement between the Souris River Joint Board and Goettle Law, PLLC for legislative representation of the board during the 2027 legislative session. The following action is recommended:

Approve the legislative support contract with Goettle Law Services and authorize the chairman to sign the agreement on behalf of the SRJB.

Goettle Law, PLLC
PO Box 572
Mandan, ND 58554
Phone: (701) 426-0576
Email: shane@goettlelaw.com

SERVICES AGREEMENT
Souris River Joint Board and Goettle Law, PLLC

This Consulting and Legal Services Agreement ("Agreement") is entered into on this 1st day of May, 2026, by and between the Souris River Joint Water Resource Board, a North Dakota political subdivision created under N.D.C.C. § 61-16.1-11, whose mailing address is PO Box 1516, Minot, ND 58702 ("Souris River Joint Board or "SRJB") and Goettle Law, PLLC, a North Dakota professional limited liability company, whose mailing address is PO Box 572, Mandan, ND 58554 ("Goettle"), sometimes referred herein individually as "Party" and collectively as "Parties."

WHEREAS, SRJB is seeking to retain a Board Attorney to advise, consult, and manage state government affairs, on the interface of local, state, and federal resources associated with flood recovery and protection; and

WHEREAS, Goettle, PLLC is a law firm in good standing and practicing law in the State of North Dakota. Goettle possesses the experience and qualifications needed to render the legal services described in the preceding paragraph; and

NOW, THEREFORE, the SRJB and Goettle, in consideration of the mutual covenants and terms contained herein, do mutually agree as follows:

1. Employment and Qualifications of Attorney.

a. Employment. The SRJB hereby retains and employs Goettle on an availability retainer to designate Shane Goettle as Board Attorney to act as legal counsel for the benefit of the SRJB for the following purposes:

1. to advise, consult and manage state governmental affairs; and
2. to advise and consult, as needed and requested, on the interface of local, state, and federal resources associated with flood recovery and protection; and
3. to advise, consult and manage other projects, as assigned.

- b. Qualifications. During the term of this Agreement, Shane Goettle shall remain licensed to practice law and meet any other requirements established by the State of North Dakota for Goettle to:
 1. represent the SRJB's state governmental affairs needs; and
 2. advise and consult on flood related matters; and
 3. advise, consult and manage other projects, as assigned.
 - c. Independent Contractor. It is further understood and agreed by the Parties that the attorney/client relationship, including all attorney/client communications, is hereby created by and between Goettle and the SRJB. Goettle is an independent entity under this Agreement and is not a SRJB employee for any purpose.
2. Exhibits. The following exhibits are included and incorporated as if fully set forth herein:
 - a. **Exhibit A**: Scope of Services
 - b. **Exhibit B**: Fee Schedule
 - c. **Exhibit C**: Other Applicable Terms and Conditions

In the event there is any question as to whether this Agreement or the language in the Exhibits control, the terms of this Agreement shall control unless expressly stated otherwise in the applicable Exhibit.
 3. Term. This Agreement shall commence May 1, 2026, and continue through April 30, 2028, unless terminated earlier as provided herein. The SRJB shall have the option to renew this Agreement for two (2) additional twelve-month periods upon the same terms and conditions, except pricing which shall be agreed to by the Parties at the time of Agreement renewal or extension.
 4. SRJB's Responsibilities. SRJB agrees to:
 - a. share strategies and develop a work plan for Goettle to utilize; and
 - b. inform Goettle of its wishes in accordance with its state government affairs agenda, as well as flood issues and other projects as assigned; and
 - c. maintain regular and ongoing contact with Goettle.
 5. Goettle's Responsibilities. Goettle agrees to provide state governmental affairs and consulting support within the state of North Dakota. The services to be provided are listed in **Exhibit A**.

6. Fees, Compensation, Other Charges/Costs and Invoicing. Except as may otherwise be provided herein, the SRJB agrees to pay Goettle for two (2) years of retained services under this Agreement as set forth in **Exhibit B**.
7. Subcontracting or Assignment. The experience, knowledge, capability and reputation of Goettle Law, PLLC, its partners, associates and employees, was a substantial factor for the SRJB to enter into this Agreement. Therefore, Goettle shall not contract with other person(s) or entity/entities to perform, in whole or part, legal services required under this Agreement without the written approval of the SRJB except as otherwise provided herein. No other professional or legal services to be provided under this Agreement shall be transferred, assigned or subcontracted without the prior written approval of the SRJB.
8. Indemnification and Limitation of Liability. Goettle agrees to indemnify the SRJB and its officers and employees against any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damage and will hold and save each of them harmless from any and all actions, suits, claims, damages to persons or property losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity to the extent caused by the negligent acts, errors, or omissions of Goettle. It is further agreed and understood by and between the Parties hereto that such indemnification does not extend to the fault, negligence or willful misconduct of persons other than the officers and/or employees of Goettle Law, PLLC. This obligation shall continue after termination of this Agreement.
9. Notices. All notices or other communications required under this Agreement must be given by registered, certified mail or email with return receipt requested and are complete on the date postmarked or sent when addressed to the Parties at the following addresses:

Goettle Law, PLLC
Attn: Shane Goettle
PO Box 572
Mandan, ND 58554-0572
shane@goettlelaw.com

Souris River Joint Board
Attn: Ryan Ackerman
PO Box 1516
Minot, ND 58702
ryan.ackerman@ackerman-estvold.com

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given three (3) consecutive business days following deposit of the same in custody of said postal service. Either Party hereto may, from time to time, by written notice to the other, designate a different address or person, which shall be substituted for that specified above.

10. Termination.

- a. Termination Without Cause. Either SRJB or Goettle may terminate this Agreement with thirty (30) calendar days' written notice to the other Party of the terminating Party's intent to terminate before the expiration of this Agreement.
- b. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of both Parties, executed in writing.
- c. Termination for Cause. SRJB may terminate this Agreement:
 1. If Goettle fails to provide Services required by this Agreement within the time specified or any extension agreed to by SRJB; or
 2. If Goettle fails to perform any of the other provisions of this Agreement or fails to diligently perform the work in a manner that reasonably ensures completion of this Agreement in accordance with its terms.
 3. Notice Requirement. The SRJB shall provide written termination notice to Goettle identifying (i) the Services the SRJB alleges Goettle has failed to provide and/or, (ii) the other provisions of this Agreement the SRJB allege Goettle has failed to perform. Termination pursuant to this Paragraph 10(c) shall only be effective if Goettle fails to cure the deficiencies identified in the SRJB's notice within fifteen (15) calendar days of Goettle's receipt of the SRJB's written notice.
- d. Termination for Lack of Funding or Authority. Notwithstanding anything to the contrary herein, the SRJB is a public entity whose authority to expend funds is subject to annual allocation and budgeting. In the event the Board fails to receive an allocation of funds and/or to budget sufficient funds necessary to fulfill the SRJB's obligations under this Agreement for any fiscal period during the term, or if the SRJB otherwise loses legal authority to perform its

obligations, the SRJB may terminate this Agreement upon written notice to Goettle, without penalty or further obligation. Such termination shall be effective on the date specified in the notice, and the SRJB shall pay Goettle for Services properly rendered up to the effective date of termination subject to funds available for such purpose. Goettle acknowledges that the SRJB cannot commit funds beyond the current fiscal year.

- e. Orderly Transition. In the event of termination, Goettle shall assist to the fullest extent possible in the orderly transition of all pending matters to the SRJB.
- f. Pro-rata Compensation. In the event of termination, Goettle shall be entitled to be paid for all professional fees, all work completed, and costs incurred through the date of cessation of legal representation, including without limitation, proration of costs and expenses to the date of such cessation.

11. Conflicts of Interest. Goettle has no present or contemplated employment, which is adverse to the SRJB and agrees it shall not represent clients on matters of either litigation or non-litigation against the SRJB. In the event of a conflict of interest arising in the representation of the SRJB, Goettle shall seek, where available, waivers from each client regarding such representation or legal services. However, if real conflicts exist, Goettle will proceed in accordance with the North Dakota Rules of Professional Conduct.

12. Compliance with Law. Goettle agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Goettle's failure to comply with this section may be deemed a material breach by Goettle entitling the SRJB to terminate for cause in accordance with Section 10(c) of this Agreement.

13. Retention of Records and Audits. Goettle agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy and North Dakota's open records laws. If Goettle's records are audited by a third party, Goettle shall provide the SRJB with the results of the audit within thirty (30) calendar days of receipt.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and

the same instrument. Signatures delivered by facsimile, email in portable document format (PDF), or through a secure electronic signature platform shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. Both Parties agree that an electronic signature has the same force and effect as a manual signature.

15. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

16. Authority to Execute. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each Party, its successors and assigns in accordance with its terms.

GOETTLE LAW, PLLC

SOURIS RIVER JOINT BOARD
Pursuant to SRJB Board action dated:

Shane Goettle, Attorney

David Ashley, Chairman

Date: _____

Date: _____

Ryan Ackerman, Project Administrator

Date: _____

Exhibit A
Scope of Services

1. Legislative representation of SRJB during the 2027 legislative session; and
2. Coordinating and providing committee testimony on a limited basis when a SRJB representative is unavailable; and
3. Maintaining legislative contacts as well as contacts with other appropriate government offices as needed, including but not necessarily limited to the Governor's Office, Attorney General's Office, Treasurer's Office, Tax Department, Water Commission, Department of Water Resources, and other relevant departments of state government; and
4. Maintaining regular and ongoing contact with designated representatives of SRJB; and
5. Tracking and monitoring progress of interim initiatives, studies and legislative committees, and state legislative bills that are identified as being of special interest to SRJB; and
6. Providing a monthly activity report, and presenting legislative updates to Council and SRJB staff, as requested

Exhibit B
Fee Schedule

Retainer Invoices and Payment Schedule:

1. Invoices.

- a. Retainer invoices shall be delivered by Goettle to SRJB on or before the first (1st) day of each month, covering the retainer amount due for the subsequent month's legal services. By way of illustration, the invoice dated on or before January 31 shall constitute the retainer for services to be provided in February.
- b. Goettle shall send retainer invoices either by mail or email to:

Souris River Joint Board
Attn: Project Administrator
PO Box 1516
Minot, ND 58702
ryan.ackerman@ackerman-estvold.com

2. Payment Schedule: One thousand, six hundred sixty-six dollars (\$1,666) per month from May 1, 2026 through April 30, 2028.

Reimbursable Expenses:

1. Expenses need to be approved by a representative of the SRJB prior to incurring those costs and would need to be supported by appropriate documentation. SRJB will provide the necessary reimbursement to Goettle for approved reimbursable expenses, with Net 30 payment terms.

Exhibit C
Other Applicable Terms and Conditions

1. Authority to Contract. No part of this Agreement shall be construed to grant to Goettle any authority to contract for, on behalf of, or to incur obligations on behalf of the SRJB.
2. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
3. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
4. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the Parties shall meet and confer to advise whether that term is a material term of this Agreement. If both Parties agree to sever that term from the Agreement, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. If one or both of the Parties claim the illegal or unenforceable term was a material term of the Agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in an equitable manner.
5. Attorneys' Fees. In the event a lawsuit is initiated to obtain performance due under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs in connection with the lawsuit.
6. Waiver. The failure of Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision, nor shall such failure affect such Party's right to enforce that provision at a later time. No waiver shall be effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought. A written waiver shall apply only to the specific instance identified and shall not operate as a continuing waiver.
7. Entire Agreement, Modification and Headings. This Agreement, including any Exhibits, constitutes the entire Agreement between the Parties. There are no understandings, contracts, or representations, oral or written, not specified in this

Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written Agreement signed by both Parties. Headings in this Agreement are for convenience and reference only. They shall not be used to explain, restrict or enlarge, or otherwise modify any provision of this Agreement.

8. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Both Parties consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

Memorandum of Understanding with Minot Park District

Following this sheet is the memorandum of understanding with the Minot Park District for the construction of the overhead canopy at the giraffe feeding platform in the zoo. The following action is recommended:

Approve the memorandum of understanding with the Minot Park District and authorize the chairman to sign the agreement on behalf of the SRJB.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the **Souris River Joint Water Resources Board**, a joint powers entity organized under the laws of the State of North Dakota (“SRJB”), and the **Minot Park District**, a municipal corporation organized under the laws of the State of North Dakota (“Park District”). The SRJB and the Park District may be referred to individually as a “Party” and collectively as the “Parties.”

1. PURPOSE AND BACKGROUND

1.1 Purpose

The purpose of this Agreement is to define the roles, responsibilities, and financial obligations of the Parties related to “Exhibit Betterments” being requested by the Park District as part of Phase MI-7 of the Mouse River Enhanced Flood Protection Project (MREFPP). More specifically, this MOU addresses additional costs associated with constructing an overhead canopy above the feeding platform in the African plains exhibit of the Roosevelt Park Zoo.

1.2 Background

- A. The SRJB, in cooperation with the Park District and the City of Minot, is constructing a multi-phase flood risk management project along the Mouse (Souris) River in North Dakota, including such measures as levees, floodwalls, pump stations, diversion channels, and property acquisitions to protect communities along the river, also known as the Mouse River Enhanced Flood Protection Project (the “MREFPP”).
- B. Phase MI-7 of the MREFPP will impact Park District facilities within the Roosevelt Park Zoo. The SRJB, using flood control funding for the MREFPP derived from the State of North Dakota and the City of Minot, is committed to repairing or replacing Park District facilities impacted by the MREFPP to restore them back to their original function and purpose.
- C. During project development, the Park District requested the implementation of an overhead canopy above the feeding platform in the African plains exhibit of Roosevelt Park Zoo to provide shade, increase weather resilience, and enhance the experience of zoo patrons, hereinafter referred to as “Exhibit Betterments” as defined in subparagraph 2.1 below.

- D. The incorporation of Exhibit Betterments results in costs that exceed those associated with construction of a feeding platform with similar functions of the existing feeding platform, which does not include an overhead canopy (the “Incremental Costs”).
- E. The Park District has agreed to pay for the Incremental Costs attributable solely to the Exhibit Betterments requested by the Park District.

2. PROJECT DESCRIPTION

2.1 Exhibit Betterments

The Exhibit Betterments shall be constructed in accordance with approved plans, specifications, and all applicable federal, state, and local design standards. The approved plans and specifications are incorporated into this MOU as **Exhibit A**. The Exhibit Betterments are depicted within the plans and specifications as ‘**Bid Alternate 1**’ or ‘**Giraffe Boardwalk – Timber Framed Canopy.**’

3. FINANCIAL RESPONSIBILITIES

3.1 Incremental Costs Defined

"Incremental Costs" mean the difference between:

1. The cost of constructing the feeding platform without an overhead canopy; and
2. The cost of constructing the feeding platform with an overhead canopy.

The incremental costs are estimated to be **\$310,600**, as determined through public bidding requirements of State law.

The bid form of the low bidder, **Rolac Contracting, Inc.**, which identifies the costs of the ‘**Giraffe Boardwalk – Timber Framed Canopy,**’ is incorporated into this MOU as **Exhibit B**.

3.2 Park District Obligation

The Park District agrees to pay 100 percent (100%) of the Incremental Costs associated with implementation of the Exhibit Betterments. This includes any cost adjustments for the Exhibit Betterments made through change orders to the construction contract. Any change orders which result in a cost adjustment to the Exhibit Betterments shall be approved by both the SRJB and the Park District.

3.3 SRJB Obligation

SRJB shall pay for Project construction costs that would have been incurred for construction of the feeding platform without the overhead canopy. The SRJB shall pay for all Project design, construction administration, and inspection costs.

3.4 Payment Method

A. At each contractor payment request, the SRJB shall provide the Park District with an invoice and documentation supporting the Incremental Costs.

B. The Park District shall reimburse SRJB for the Incremental Costs within thirty (30) days of receipt of an invoice unless otherwise agreed to in writing.

4. DESIGN, CONSTRUCTION, AND ADMINISTRATION

4.1 Project Administration

SRJB shall be responsible for overall project administration, including design, bidding, contracting, construction oversight, and coordination with regulatory agencies.

4.2 Park District Review

The Park District has been afforded a reasonable opportunity to review and comment on exhibit design elements and Park District comments have been adequately incorporated into the approved plan.

4.3 Changes

Any material changes to the Exhibit Betterments that affect Incremental Costs shall be communicated to the Park District in a timely manner. Adjustments to the Park District's payment obligation shall be made only for changes directly attributable to Exhibit Betterments.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall become effective upon execution by both Parties and shall remain in effect until all financial obligations under this Agreement have been satisfied.

6.2 Termination

This Agreement may be terminated by mutual written consent of the Parties. Termination shall not relieve either Party of financial obligations incurred prior to termination.

7. MISCELLANEOUS

7.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

7.2 Amendment

This Agreement may be amended only by a written document executed by authorized representatives of both Parties.

7.3 Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

7.4 Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior negotiations or agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives.

SOURIS RIVER JOINT BOARD

By: _____

Name: _____

Title: _____

Date: _____

MINOT PARK DISTRICT

By: _____

Name: _____

Title: _____

Date: _____