

## **JOINT POWERS COLLABORATIVE AGREEMENT**

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This Joint Powers Agreement, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between Independent School District No 709, Duluth Public Schools (“School District”), and the City of Duluth (“City”).

### **ARTICLE I RECITALS**

WHEREAS, the parties have identified a need to work together to provide community education and recreation programs;

WHEREAS, the governing bodies of the City and School District are mutually interested in assuring public facilities are available for the joint use of district students and the greater Duluth community;

WHEREAS, financial constraints placed upon the City and the School District have prevented either party from independently fully providing the facilities and the services the parties’ customers need and expect and in the interest of creating efficiencies, full cooperation between the City and School District is necessary;

WHEREAS, said governing bodies are authorized to enter into agreements with each other under Minnesota Statute Section 471.59, and to undertake mutually those things necessary or convenient to aid and cooperate in the cultivation of the community’s health, education and vitality; and

WHEREAS, the parties desire to set forth the respective rights and obligations of the parties to this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

### **ARTICLE II DEFINITIONS**

- 2.1 “School District” refers to Independent School District No. 709, Duluth Public Schools
- 2.2 “City” refers to the City of Duluth
- 2.3 “JPSC” refers to the Joint Powers Steering Committee

**ARTICLE III  
PURPOSE**

3.1 Purpose:

The purpose of this Joint Powers Collaborative Agreement is to collaborate and coordinate in the provision of social, educational, vocational, neighborhood and recreational services (“Programs”) and joint use facilities (“Facilities”) to members of the community. Specifically, it is the intention of the parties to collaborate and coordinate resources in order to eliminate duplication of effort and maximize the effectiveness of the services provided. Said Programs and Facilities will be implemented over a period of years and will be memorialized in specific purpose agreements (“Purpose Agreements”) outlining the parties specific rights and obligations.

3.2 Accomplishment of Purpose:

This Agreement creates a Joint Powers Steering Committee (JPSC), through which the goal enumerated in Article III, § 3.1 may be achieved.

**ARTICLE IV  
TERM**

4.1 Term:

The term of this Agreement shall commence on the Effective Date and will remain in effect subject to written termination by either party. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party

**ARTICLE V  
JOINT POWERS STEERING COMMITTEE**

5.1 Creation of Joint Powers Steering Committee:

The parties agree to create a JPSC representative of both governing bodies, to review past governance structures, develop and bring forth a recommendation for a joint use document with a structure to oversee the implementation of joint use initiatives.

5.2 Composition of Joint Powers Steering Committee:

Membership of the JPSC will include four (4) representative members appointed by the City’s Mayor and four (4) representative members appointed by the School’s Superintendent. Representatives appointed will represent the following areas of the City and School District: community recreation and education programs; facilities management and operations; school activities and maintenance operations; and administration.

5.3 Meetings:

The JPSC shall meet at least quarterly each year at times and places established by the JPSC. A schedule of such meetings shall be available at the administrative offices of the City and the School District.

5.4 Voting:

Each member of the Joint Powers Steering Committee shall have one (1) vote.

5.5 Quorum:

A quorum of the Joint Powers Steering Committee shall consist of five or more Committee Members for the purpose of voting on actions or advice to be forwarded to the District Administration or School Board, or to the City Administration/Mayor or City Council for final action or implementation.

**ARTICLE VI  
POWERS**

6.1 Powers:

The JPSC shall have all the powers granted to it by the School District and the City, in accordance with this Agreement, or resolutions adopted by both the City and the School District, including but not limited to:

- a. Adopting by-laws consistent with this Agreement and applicable law;
- b. Completing an organization format and formulating such other operating rules and procedures as may be useful, desirable and necessary to permit it to function as a committee intended to recommend essential matters associated with the Purpose;
- c. Advising its respective board or governing body of the activities of the JPSC and recommending to its respective board or governing body individually which of its resources, facilities and personnel could be made available to accomplish the general purposes of this Agreement;
- d. Reviewing policies and procedures and making recommendations regarding collaborative programs and services and joint use of facilities; and
- e. Publicizing and engaging in collaborative programs and services and joint use of facilities as agreed to by the parties.

**ARTICLE VII  
RESPONSIBILITIES**

7.1 Responsibilities:

Subject to the power and authorities granted to it, the JPSC will be responsible for the development, drafting, periodic review, and amendment of specific Purpose Agreements that will establish the terms and conditions relating to the implementation of programming and operations of jointly used facilities for the citizens of Duluth.

**ARTICLE VIII  
INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 8.1 To full extent permitted by law, action by parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in M.S. § 471.59, Subd. 1 a (a), provided further that for purposes of that statute, each party to the Agreement expressly declines responsibility for the acts or omissions of the other parties. The parties to this Agreement are not liable for the acts or omissions of the other party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other party.
- 8.2 Nothing herein will be construed as a waiver by the either party of any immunity, defenses or other limitations on liability to which either party is entitled by law.
- 8.3 Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

**ARTICLE IX  
NOTICE**

Notices required to be given under this Agreement shall be given to the following recipients:

For the City:  
Director of Public Administration  
City of Duluth  
Room307, City Hall  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802

For the School District:  
Kerry M. Leider  
Property and Risk Manager  
Duluth Public Schools  
215 North 1st Ave. East  
Duluth, MN 55802

**ARTICLE X  
COUNTERPARTS**

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**CITY OF DULUTH**

**INDEPENDENT SCHOOL DISTRICT 709  
DULUTH PUBLIC SCHOOLS**

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

By: \_\_\_\_\_  
Board Chair

Attest:

By: \_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney