

# **THE BROOKLYN BRIDGE ALLIANCE FOR YOUTH**

## **A JOINT POWERS AGREEMENT**

**2027-2031**

The parties to this Agreement may include the City of Brooklyn Center, City of Brooklyn Park, Hennepin County, Anoka-Hennepin School District, Brooklyn Center Schools, Osseo Area Schools and Robbinsdale Area Schools, Hennepin Technical College, North Hennepin Community College all of which are governmental units within the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes, Section 471.59.

### **ARTICLE I. GENERAL PURPOSE**

The general purpose of this Agreement is to create a collaborative initiative through which the parties may cooperatively create a community-wide vision that will focus on developing a detailed action plan to collaborate in support of positive youth development opportunities for all youth in Brooklyn Center and Brooklyn Park. The parties hereby form a joint powers organization for that purpose, which shall be named The Brooklyn Bridge Alliance for Youth (herein referred to as the “Alliance”). The Alliance will concentrate on encouraging community partnerships that will improve the factors building positive youth development and diminish or eliminate influences that limit healthy youth development. The Alliance will serve as a formal collaborative structure to assemble permanent partnerships within and across member organizations that will be responsible for implementing this action plan.

### **ARTICLE II. PARTIES**

Section 2.1. Eligible Members. The governmental units that are

eligible to become parties to this Agreement are the City of Brooklyn Center, the City of Brooklyn Park, Hennepin County, Anoka-Hennepin School District, Brooklyn Center Schools, Osseo Area Schools, Robbinsdale Area Schools, Hennepin Technical College, North Hennepin Community College and such other governmental units as are admitted in accordance with Section 2.2.

Section 2.2. Additional Members. Any additional governmental unit desiring to enter into this Agreement shall seek approval of the Alliance Board of Directors. If the Board approves the addition of the proposed Member it shall specify the contribution to be made by the proposed Member in accordance with Section 5.1.

Section 2.3 Membership Process. Governmental units authorized to become a Member under Section 2.1 or 2.2 will become a Member upon filing of a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution or other action, with the Fiscal Agent.

### **ARTICLE III. MEETINGS, ELECTIONS, AND DUTIES OF COMMITTEE MEMBERS**

Section 3.1. Fiscal Agent. The City of Brooklyn Park will act as the fiscal agent (“Fiscal Agent”) of the Alliance unless otherwise specified by the Board of Directors. The Fiscal Agent may be authorized by the Board to hire employees or contract for services as necessary to carry out the functions of the Alliance. The Alliance shall defend and indemnify the Fiscal Agent by, and to the extent of, insurance coverage, to protect against claims arising out of the actions and inactions of the Fiscal Agent in providing financial services and hiring employees or contracting for services to the Alliance under this Section 3.1.

Section 3.2. Alliance Board of Directors. Members will make appointments to the Alliance Board of Directors as follows:

3.2.1 Voting Directors. Each Member will appoint one member

of its governing body as a voting Director of the Alliance Board of Directors, except that the voting Directors from Hennepin Technical College and North Hennepin Community College will be their respective Presidents.

3.2.2 Alternate Directors. Each Member shall appoint an Alternate Director who may participate in Board meetings but may only vote in the absence of that Member's Director.

3.2.3 Additional Voting Directors. The city managers of the cities of Brooklyn Center and Brooklyn Park shall each appoint two additional Directors, one from each city's police department and one from each city's parks and recreation department. Such additional Directors shall each have one vote. Board members shall serve at the pleasure of the appointing authority.

3.2.4 Youth Directors. The Board of Directors will include four seats to be filled by individuals representing the community being served by the Board's purpose who, at the time of appointment, are at least 18 years old but have not yet turned 25 years old. These four Directors will be appointed as follows:

1. One appointed by Hennepin Technical Community College President and who is or was a student at Hennepin Technical Community College.
2. One appointed by North Hennepin Community College President and who is or was a student at North Hennepin Community College.
3. Two Directors appointed by the Alliance Executive Director as advised by the Brooklyns Youth Council members, and who have attended one of the Member school districts or colleges or lives in either Brooklyn Center or Brooklyn Park.

Section 3.3. Terms. Directors shall serve two-year terms. If a Director is unable to complete their term, a replacement will be appointed for the remainder of the unfinished term.

Section 3.4. Officers. At the first organizational meeting of the Alliance, the Board shall elect from its members a Chair and Vice Chair or co-Chairs, a Secretary and a Treasurer. The office of Secretary and Treasurer may be combined. The new officers shall take office for the calendar year in which they are elected. An officer may serve only while a Director. The Board may appoint a Recording Secretary and Assistant Treasurer who need not be Directors.

Section 3.5. Meetings. At the first organizational meeting, or as soon thereafter as may reasonably be done, the Board shall determine its procedures, including the time, place, and frequency of its meetings. The Chair shall ensure that notice by email, mail or personal delivery shall be given of the time and place of the meeting to all Directors. The Alliance shall comply with the requirement of the Minnesota Open Meeting Law, Minn. Statutes, Chapter 13D.

Section 3.6. Duties of Alliance Members. The Alliance and its Members will work to support the shared vision and implement strategies that best leverage resources, both human and financial, to improve access and quality of positive youth development opportunities.

## **ARTICLE IV. ALLIANCE POWERS**

Section 4.1. Employment. The Board may employ permanent and temporary employees, as it may require, and determine their qualifications, duties and compensation.

Section 4.2. Local Services. The Board may use the services of staff of any Member on such terms and conditions as are agreed upon by the Board and the Member.

Section 4.3. Contracts. The Board may execute contracts or other instruments as are necessary for the purposes of this Agreement.

Section 4.4. Task Force Members. The Board may appoint such task forces or committees as it deems necessary. The task forces or committees so appointed may include persons who are not Directors

and representatives of parties that are not Members but must include a representative of at least one Member.

Section 4.5. Expenditures. The Board may receive and expend funds from public and private sources for its purposes. The Board may accept gifts or grants of money or other property for its purposes.

Section 4.6. Insurance. The Board shall procure public liability insurance with such limits as it deems appropriate. However, such insurance shall provide coverage for at least the amount of the liability limits set forth in Minnesota Statutes, Section 466.04. In addition, the Board shall procure insurance for the benefit of the Fiscal Agent to cover the indemnification obligation of the Alliance under Section 3.1.

Section 4.7. General. The Alliance may take all such other actions as are necessary or convenient to carry out its purposes.

## ARTICLE V. FINANCING

Section 5.1. Funding. Operating funds of the Alliance shall be provided and furnished in each calendar year by each of the Members in accordance with the following schedule:

|                                  | 2027     | 2028     | 2029     | 2030     | 2031     |
|----------------------------------|----------|----------|----------|----------|----------|
| City of Brooklyn Center          | \$76,044 | \$76,044 | \$76,044 | \$76,044 | \$76,044 |
| City of Brooklyn Park            | \$76,044 | \$76,044 | \$76,044 | \$76,044 | \$76,044 |
| Hennepin County                  | \$76,044 | \$76,044 | \$76,044 | \$76,044 | \$76,044 |
| Anoka-Hennepin School District   | \$7,604  | \$7,604  | \$7,604  | \$7,604  | \$7,604  |
| Brooklyn Center Schools          | \$7,604  | \$7,604  | \$7,604  | \$7,604  | \$7,604  |
| Osseo Area Schools               | \$15,209 | \$15,209 | \$15,209 | \$15,209 | \$15,209 |
| Robbinsdale Area Schools         | \$7,604  | \$7,604  | \$7,604  | \$7,604  | \$7,604  |
| Hennepin Technical College       | \$7,604  | \$7,604  | \$7,604  | \$7,604  | \$7,604  |
| North Hennepin Community College | \$7,604  | \$7,604  | \$7,604  | \$7,604  | \$7,604  |

\$281,361

For each calendar year, funds shall be provided by the Alliance Members within thirty (30) days of receipt of a copy of the budget

approved by the Board, submitted on an annual basis. With the support of two-thirds of Directors, the Chair may request and the Members shall pay an increase in these amounts of up to an additional 15 (fifteen) percent for each year this Agreement is in effect.

Section 5.2. Base Budget. For each calendar year, the Board shall prepare a budget as soon as is practicable after its organization. Each year thereafter, the Board shall prepare an annual base budget for the ensuing calendar year. The budget shall show estimated expenses of operation and the amount to be paid by each of the Members, to be apportioned among them, up to the amount specified in Section 5.1. If a majority of the Directors vote in favor of the budget and if those voting in favor include representatives of half or more of the Members, the budget shall be approved. After the base budget has been approved, the Chair shall give written notice to each of the Members of the amount owing for the base budget. The funds for such budget shall be provided by Members within thirty (30) days of written notice. If the amount of the budget is less than the sum of the contributions of the Member listed in Section 5.1, the contribution of each Member shall be prorated on the basis of the amounts listed in Section 5.1.

Section 5.3. Supplementary Budget. The Chair may prepare and provide a supplementary budget in addition to the base budget. Any funding of the supplementary budget shall be by voluntary contributions by Members, income, gifts, grants and sources other than public funds provided under subsections 5.1 and 5.2. The supplementary budget shall be approved in the same manner as the base budget.

Section 5.4. Interest. Interest accrued on Alliance funds may be used by the Board for any lawful purpose.

## **ARTICLE VI. WITHDRAWAL**

Any Member may at any time give written notice of withdrawal from the Alliance. Withdrawal after January 1st of any year shall not relieve the Member from its obligation to contribute its share to the budget for

that year in accordance with Article V.

## **ARTICLE VII. DISSOLUTION**

Section 7.1. Dissolution. The organization shall be dissolved upon adoption of resolutions of dissolution by a majority of all remaining Members of the Alliance.

Section 7.2. Assets Upon Dissolution. Upon dissolution, the remaining non-cash assets of the organization, after payment of all obligations, shall be distributed among the remaining Members as determined by the Board. Cash assets shall be distributed among remaining Members prorated by their cumulative contributions made in accordance with Sections 5.1 and 5.2.

## **ARTICLE VIII. DURATION**

This Agreement shall continue in effect until December 31, 2031 unless the parties agree upon an Agreement extension. Upon termination, assets shall be distributed in accordance with Section 7.2.

## **ARTICLE IX. EFFECTIVE DATE.**

This Agreement shall become effective upon approval and execution by the following parties: City of Brooklyn Center, City of Brooklyn Park, Hennepin County, Anoka-Hennepin School District, Brooklyn Center Schools, Osseo Area Schools, Robbinsdale Area Schools, North Hennepin Community College and Hennepin Technical College.

### **City of Brooklyn Center**

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

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

And by: \_\_\_\_\_

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

**City of Brooklyn Park**

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

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

And by: \_\_\_\_\_

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

**Hennepin County**

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

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

And by: \_\_\_\_\_

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

**Anoka-Hennepin School District**

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

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

And by: \_\_\_\_\_

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

**Brooklyn Center Schools**

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

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

And by: \_\_\_\_\_

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

**Osseo Area Schools**

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

And by: \_\_\_\_\_  
Its: \_\_\_\_\_

**Robbinsdale Area Schools**

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

And by: \_\_\_\_\_  
Its: \_\_\_\_\_

**Hennepin Technical College**

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

And by: \_\_\_\_\_  
Its: \_\_\_\_\_

**North Hennepin Community College**

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

And by: \_\_\_\_\_  
Its: \_\_\_\_\_