

DRAFT

**JOINT POWERS AGREEMENT REGARDING
THE ESTABLISHMENT OF THE
JOINT POWERS BOARD FOR THE PROPOSED GRADES 7-12
SCHOOL BUILDING**

THIS JOINT POWERS AGREEMENT is made, created and established pursuant to Minn. Stat. §471.59, **Joint Exercise of Powers**, with the intent of ~~extending and~~ enabling the parties hereto to exercise all the powers, enablements and protections as set forth therein.

**ARTICLE I.
PARTIES**

The parties to this Joint Powers Agreement are the following governmental units, as that term is defined by Minn. Stat. §471.59, Subd. 1, to-wit:

Independent School District No. 712, Mt. Iron-Buhl
Independent School District No. 706, Virginia
Independent School District No. 2154, Eveleth-Gilbert.

**ARTICLE II.
PURPOSE OF THE JOINT POWERS AGREEMENT**

Section 1. General Purpose. The general purpose of this Joint Powers Agreement is to create, establish, and maintain a Joint Powers Board, which Board shall have and exercise all the powers contemplated and intended by Minn. Stat. §471.59 to carry out the specific purpose as set forth herein.

Section 2. Specific Purpose. The specific purpose of this Joint Powers Agreement is to obtain financing ~~for,~~ to create, *design*, establish, and *develop a*

governance structure for a Grades 7-12 school building at a site located on real property currently owned or in the possession of ISD No. 712, Mt. Iron-Buhl, at or near the Merritt Elementary School location. In the event Mountain Iron-Buhl voters do not approve the referendum, Eveleth-Gilbert and Virginia will select a location mutually agreeable to both parties. The selection of the mutually agreeable site will require a majority vote of the boards of each party.

**ARTICLE III.
JOINT GOVERNING BOARD OF CMC**

Section 1. Creation. A Joint Board, hereinafter called and referred to as the ~~CMC~~ Joint Powers Board, shall be formed and created by the parties hereto upon *ratification* and execution of this agreement.

Section 2. Members. ~~The CMC Joint Powers Board shall consist of twelve (12) members who shall be selected and appointed by the governing bodies of each of the parties hereto~~ Within 30 days after the approval and execution of this Joint Powers Agreement each party shall select and appoint three members of its governing board as its representatives to the ~~CMC~~ Joint Powers Board. *The Superintendent from each district shall be an ex-officio, nonvoting member of the Joint Powers Board.*

~~With the exception of the superintendents,~~ each member of the ~~CMC~~ Joint Powers Board shall have one vote.

Section 3. Term. Each member of the ~~CMC~~ Joint Powers Board shall be appointed *and serve for the duration of this Agreement* ~~except as noted in the following section.~~

Section 4. Vacancies. A vacancy occurs on the ~~CMC~~ Board upon the happening of any one of the following:

- a) Resignation or death of a member;
- b) A member is no longer a member of the governing board of the party making the appointment or is no longer ~~directly associated with that governmental entity;~~ employed by that party.
- c) A member's appointment to the ~~CMC Joint Powers~~ Board is rescinded or terminated by a majority vote of the full membership of the board of the ~~governmental unit party~~ which made the appointment.

When a vacancy occurs, it shall be filled ~~within 30 days~~ by the ~~governmental unit party which had made the appointment~~ from which the vacancy occurs.

Section 5. Expenses. Compensation. All members of the ~~CMC~~ Joint Powers Board shall serve without ~~additional~~ compensation.

ARTICLE IV. MEETINGS

Section 1. Regular Meetings. ~~The CMC Joint Powers Board shall have at least one regular meeting per month at a time, date and site to be determined and set by the CMC Board.~~ *The ~~CMC~~ Joint Powers Board shall meet on the first*

and third Tuesday of each month at 4:30 p.m. at the Northeast Service Coop. a time, date and site to be determined and set by the CMC Board.

Section 2. Special Meetings. Special meetings of the CMC Joint Powers Board may be called by the chairperson, or any other ~~two~~ three members of the board, upon three (3) days written notice to each member of the board. Such notice shall contain the date, time, place and purpose of the special meeting.

Section 3. Open Meeting Compliance. All meetings of the CMC Joint Powers Board or any of its committees shall be in full compliance with the Minnesota Open Meeting Law.

Section 4. Quorum. A quorum of the CMC Joint Powers Board shall consist of a majority of the ~~full~~ voting membership of the board, namely: Five (5). A quorum shall be necessary to conduct or transact any business. If a quorum is not present, no business can or shall be conducted. A majority of ~~those the~~ voting members present shall be necessary for approval or passage of a matter before the CMC Joint Powers Board, ~~unless otherwise provided herein.~~

Abstentions shall be considered as a vote with the majority of those voting on an issue or question. *Vacancies are **not** considered part of the board membership when calculating a quorum.*

Section 5. Minutes. Written minutes of each meeting of the Joint Powers Board shall be kept and maintained ~~of each meeting of the CMC Joint Powers Board,~~ and shall be approved by the board at its next regular meeting. Copies of all minutes, whether or not formally approved by the board, and notices of all meetings, shall be provided to the parties to this agreement *and published as*

required by law without unnecessary delay. Meetings can be audio or videotaped at the discretion of the board, but such shall not substitute for the need of written minutes.

ARTICLE V. OFFICERS AND ADMINISTRATIVE ISSUES

Section 1. Election of Officers. At the first meeting of the Joint Powers Board, and at its first regular meeting each ~~calendar~~ year thereafter, the ~~CMC Joint Powers~~ Board shall elect from its membership a chairperson, vice-chairperson, ~~and a~~ secretary, ~~and treasurer~~. ~~The chair when present shall preside at all meetings of the board, countersign all orders upon the treasurer claims allowed by the board, represent the Joint Powers Board in all actions and perform all the duties usually incumbent on such officer. In the absence of the chair the vice-chairperson shall preside over a meeting of the Joint Powers Board.~~ The secretary shall be responsible to maintain minutes of all meetings and all business conducted, although this responsibility may be delegated ~~in~~ ~~at~~ the discretion of the board. ~~A~~ ~~The treasurer shall also be selected whose responsibility shall~~ be ~~responsible~~ to keep accurate record of all accounts, receipts and expenditures. The offices of secretary and treasurer may be combined. The treasurer shall be properly bonded, although this duty and responsibility may be also delegated to one or the other of the parties to this agreement or contracted out.

The aforementioned officers shall hold office for a term of one year ~~or until a successor is elected or qualified~~. An officer may serve only while a member of

the ~~CMC~~ Joint Powers Board, and may be re-elected to an office. A vacancy in any office shall be filled from the membership of the ~~board-~~ ~~CMC Joint Powers Board~~, and the officer shall serve for the remainder of the unexpired term of the vacated office.

Section 2. Rules, Regulations, By-Laws, and Policies.

a) The ~~CMC~~ Joint Powers Board shall adopt such rules, regulations, by-laws, ~~and~~ policies, and procedures as it may deem necessary and appropriate to carry out its affairs, purpose, and mission. However, no rules, regulations, by-laws, policies or procedures shall be adopted which conflict with the provisions of this ~~agreement~~ ~~Joint Powers Agreement~~ or with federal or state law, rules, or regulations.

b) All rules, regulations, by-laws, policies, and procedures and any amendments or changes thereto, must be approved ~~by~~ a majority of the ~~full~~ ~~voting membership~~ of the ~~CMC~~ Joint Powers Board.

ARTICLE VI.

**GENERAL POWERS AND DUTIES OF THE
CMC JOINT POWERS BOARD**

Section 1. General Powers.

a) The ~~CMC~~ Joint Powers Board shall have and exercise all powers necessary to enable it to perform and carry-out the powers, duties and responsibilities to fulfill and effectuate its general purpose and its specific purpose and mission, to-wit: ~~See Article II. The-specific~~

~~purpose of this Joint Powers Agreement is to obtain financing for, to create, design, establish, and develop a governance structure for a Grades 7-12 school building at a site located on real property currently owned or in the possession of ISD No. 712, Mt. Iron-Buhl, at or near the Merritt Elementary School location. In the event Mountain Iron-Buhl voters do not approve the referendum, Eveleth-Gilbert and Virginia will select a location mutually agreeable to both parties.~~

Section 2. Specific Powers.

a) The ~~CMC~~ Joint Powers Board shall exercise those specific powers contemplated by Minn. Stat. §471.59, Subd. 11, *in conjunction with Minn. Stat. §1223A.443 and any general or special legislation which may be passed,* necessary to obtain financing ~~for,~~ *to create, design, and develop a governance structure* for the Grades 7-12 school building, and shall have the ability to adopt and implement all policies and procedures necessary to carry out and accomplish the initiative, purpose and designed outcome intended by the parties as set forth in and by this agreement.

In conjunction with its specific mission, the ~~CMC~~ Joint Powers Board must comply with all federal and state laws which may pertain to the financing, *creation, design, establishment, and development of a governance structure for a new Grades 7-12 school building.*

Section 3. Contracts.

- a) The ~~CMC Joint Powers~~ Board may enter into contracts and make purchases for, ~~and make purchases of, materials, supplies, equipment and such other items and things as it may deemed~~ necessary to carry out its purpose and mission. All such contracts, when required by law, may only be made or let in full compliance with the letter and spirit of the Uniform Municipal Contracting Act and/or other competitive bidding requirements. ~~The CMC Joint Powers Board may take such action as is necessary to enforce any such contract or agreement to the extent available in equity or law.~~
- b) The ~~CMC Joint Powers~~ Board may also enter into contracts for services, including but not limited, to financial, accounting, bookkeeping, administrative and/or professional services that it may deem necessary and appropriate to carry out its mission.
- c) The ~~CMC Joint Powers~~ Board can enter into any other contracts which would be required by, and consistent with, its specific mission as set forth herein, including those involving financing and the ability to obtain financing.
- d) Any contracts or agreements entered into by the ~~CMC Joint Powers~~ Board shall not extend beyond the legal existence of the board, and must contain language specifying that the contract or agreement, and underlying obligation, is the sole responsibility of the ~~CMC~~ Joint

Powers Board, unless the parties to this agreement assume the obligation or otherwise provide.

Section 4. Liability and Insurance.

- a) For the purposes of determining total liability for damages, the ~~members parties~~ to this agreement and the ~~CMC~~ Joint Powers Board are to be considered a single governmental unit and the total liability for the participating ~~governmental units parties~~ and the ~~CMC~~ Joint Powers Board shall not exceed the limits of governmental liability for a single governmental unit as specified in Minn. Stat. §466.04, Subd. 1, unless specifically waived or extended by the ~~CMC~~ Joint Board or the ~~governmental units parties~~ making up this agreement.
- b) Each of the parties to this agreement shall provide their own liability insurance and errors and omissions coverage for the errors and omissions of their members serving on the ~~CMC~~ Joint Powers Board.

**ARTICLE VII.
ANNUAL AUDIT**

An audit of all funds and accounts of the ~~CMC~~ Joint Powers Board shall be made annually, with the cost of said audit to be the expense of the ~~CMC~~ Board. Said audit must be conducted by an auditing firm familiar with auditing practices and procedures accepted, recognized and approved by the state of Minnesota. A copy of said audit must be provided to each of the parties hereto upon completion.

ARTICLE VIII. DURATION

Section 1. Existence Until Mission is Completed or Agreement Dissolved.

This Joint Powers Agreement, and the ~~CMC~~ Joint Powers Board created hereby, shall continue in existence until the parties determine that its mission has been completed, or it is unlikely to be completed; or until ~~or unless~~ *the Joint Powers Agreement is dissolved.*

This Joint Powers Agreement is narrow in its scope to fulfill the mission identified herein. There may be other joint powers agreements which follow, or this agreement may be amended, to meet the expanded needs and desires of the parties.

Section 2. Withdrawal of a Party.

Any party may withdraw from this agreement by a majority vote of the full membership of its governing board and by giving the other parties 60 days written notice of its intent to do so. The effective date of withdrawal shall be the 61st business day following the required action and receipt of the written notice. If any party exercises its right to withdraw, the Joint Powers Agreement shall remain in full force and effect between the remaining parties. Following a party's withdrawal, it shall fulfill any outstanding contractual obligations it may have. If two parties, or all three parties, decide to withdraw, this Joint Powers Agreement will cease to be in effect.

Section 3. Dissolution of Agreement.

This agreement may be dissolved by a majority of the parties to this agreement by a majority vote of the full membership of each governing board.

Section 4. Distribution of Assets or Property.

Upon termination or dissolution of this Joint Powers Agreement, all real and personal property and finances of the ~~CMC~~ Joint Powers Board shall be utilized, as a first priority, to pay off any existing or contingent liabilities. Upon the payment of any and all existing and contingent liabilities, any and all surplus funds or property shall be returned to the parties to this agreement ~~as agreed upon by and between the parties.~~ in proportion to the contributions of each party.

**ARTICLE IX.
GENERAL PROVISIONS**

Section 1. Amendments. This Joint Powers Agreement may be amended from time to time, but any such amendment or revision must be in written form, and approved by a majority vote of the full membership *of the board of each governmental unit party.*

Section 2. New Members. Any new ~~governmental unit party~~ contemplated under Minn. Stat. §471.59, Subd. 1, may be added ~~as a member~~ to this agreement and to the ~~CMC~~ Joint Powers Board by receiving the approval of the original parties to this Joint Powers Agreement by a majority vote of the full membership of the board of each ~~governmental unit party.~~ All new parties and

members agree to abide by the terms and conditions of the Joint Powers Agreement, bylaws, policies, procedures, rules, and regulations adopted by the CMC Joint Powers Board. Any new such member shall have *three board members* on the CMC Joint Powers Board as set forth in Article III, unless otherwise provided.

Section 3. Address for Services of Notices and Other Documents. All

notices, statements, or other written documents required to be given under this agreement shall be in written form, and shall be considered served and received if delivered personally or if deposited in the United States First Class Mail, postage prepaid, as follows:

Independent School District No. 712, Mt. Iron-Buhl
5720 Marble Ave.
Mt. Iron, MN. 55768

Independent School District No. 706, Virginia.
411 5th Ave. South
Virginia, MN. 55792

Independent School District No. 2154, Eveleth-Gilbert
801 Jones St.
Eveleth, MN. 55734

Section 4. Savings Clause. Should any provision of this agreement be found unlawful or invalid, the other provisions of this agreement shall remain in full force and effect if, by doing so, the purpose of this agreement, taken as a whole, can be reached, fulfilled, and made operative. Should any provision be found unlawful or invalid, the parties shall attempt to agree upon an amendment to this

agreement to replace that portion that has been determined to be unlawful or invalid.

Section 5. Superseding Clause. This Joint Powers Agreement is the entire agreement between the parties. The Joint Powers Agreement supersedes all oral or written agreements and negotiations between the parties relating to the subject matter of the Joint Powers Agreement.

**ARTICLE X.
EFFECTIVE DATE**

It is intended that this Joint Powers Agreement shall have an effective date of the 1st day of _____, 20____.

IN WITNESS WHEREOF, each party executed this Joint Powers Agreement pursuant to the authority of resolutions passed and approved by their respective governing bodies, which are incorporated herein by this reference.

INDEPENDENT SCHOOL DISTRICT NO. 712
Mt. Iron-Buhl

Dated: _____, 2014

By _____
Chairman of School Board

INDEPENDENT SCHOOL DISTRICT NO. 706
Virginia

Dated: _____, 2014

By _____
Chairman of School Board

INDEPENDENT SCHOOL DISTRICT NO. 2154
Eveleth-Gilbert

Dated: _____, 2014

By _____
Chairman of School Board