

**INDEPENDENT SCHOOL DISTRICT 200 AND CITY OF HASTINGS
JOINT POWERS AGREEMENT**

This Joint Powers Agreement ("Agreement") is made and entered into between Independent School District No. 200, 1000 West 11th Street, Hastings, Minnesota 55033 ("SCHOOL DISTRICT"), and the City of Hastings, 101 4th Street East, Hastings, Minnesota 55033 ("CITY"), collectively referred to as the "Parties."

WHEREAS, Minnesota Statutes, section 471.59, provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting parties; and

WHEREAS, the SCHOOL DISTRICT and CITY have joined together in order to collaborate in the pursuit of Joint Powers Programs that maximize and expand the human resources of the community.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, section 471.59, and all other applicable statutes, rules, and regulations, the undersigned parties, in the joint and mutual exercise of their powers, agree as follows:

ARTICLE 1: PURPOSE

The purpose of this Agreement is to jointly explore opportunities for collaboration in Joint Powers Programs pursuant to Minnesota Statutes, section 124D.18 et. seq. in order to make maximum use of resources between the SCHOOL DISTRICT and the CITY.

ARTICLE 2: JOINT POWERS STEERING COMMITTEE

There is hereby created a Joint Powers Steering Committee, hereinafter referred to as the STEERING COMMITTEE, which shall consist of the following representatives:

1. SCHOOL DISTRICT Superintendent.
2. Three (3) SCHOOL DISTRICT Board Members.
3. CITY Administrator.
4. Three (3) CITY Council Members.

Additional advisory members may be appointed to the STEERING COMMITTEE upon a majority vote of the then-existing STEERING COMMITTEE members and in accordance with the work of the STEERING COMMITTEE.

The SCHOOL DISTRICT'S Director of Community Education and the CITY'S Director of Parks and Recreation shall serve as ex-officio members of the STEERING COMMITTEE. All members shall serve without compensation. The term of office of the STEERING COMMITTEE MEMBER shall be established by the SCHOOL DISTRICT and the CITY. Members shall continue in office until their successor has been duly named and qualified. The STEERING COMMITTEE shall elect officers as it deems necessary, the SCHOOL DISTRICT'S Director of

Community Education and the Director of Parks and Recreation will serve as the co-chairpersons and the SCHOOL DISTRICT'S office executive assistant shall serve as the secretary who shall take meeting minutes and undertake administrative tasks as directed by the STEERING COMMITTEE. The STEERING COMMITTEE may adopt such rules of procedure as it deems necessary.

ARTICLE 3: DUTIES

It shall be the function of the STEERING COMMITTEE to:

- A. Recommend to their respective governing bodies, operating procedures and policies consistent with the purpose of this Agreement.
- B. The following programs and respective agreements that are subject to this Agreement and represent the current joint initiatives between the SCHOOL DISTRICT and CITY are:
 - a. Hastings Senior Center
 - i. Joint Powers Agreement Hastings Senior Center Cost Sharing for Programming (established 2018). ADDENDUM A
 - ii. Joint Powers Agreement Hastings Senior Center Cost Sharing for Facilities (established 2019). ADDENDUM B
- C. Any agreement executed pursuant to the purpose of this Agreement shall be added as an addendum after final execution of the agreement.
- D. The STEERING COMMITTEE will generally meet two (2) times per year, or more frequently as needed. The regular meeting schedule will include one (1) meeting in the spring of each year, and one (1) meeting in the fall each year. Specific dates and times will be set by the STEERING COMMITTEE.

Both the SCHOOL DISTRICT and the CITY shall endeavor to make an application for all State and Federal grants and funding programs and private and foundation resources that may be available to fund any items of expense of the Joint Powers Programs, including salaries, but only if the SCHOOL DISTRICT and the CITY find the terms and conditions acceptable upon which the funding is received.

ARTICLE 4: CITIZEN ENGAGEMENT

The STEERING COMMITTEE shall encourage the SCHOOL DISTRICT's Director of Community Education and the CITY's Director of Parks and Recreation to work with appropriate community groups, community organizations, community agencies and advisory committees, including, but not limited to, the Senior Citizens Advisory Committee, Special Services Advisory Committee, and Athletics Advisory Committees, to accomplish the purposes of the Joint Powers Programs.

ARTICLE 5: PROGRAM FUNDS

All funds for the joint administration of the Joint Powers Programs shall be paid and disbursed by either the SCHOOL DISTRICT or the CITY as identified in the associated addendums and in a manner provided by law. Strict accountability of all funds and reports of all receipts and disbursements shall be provided for by the party identified in the addendum as being

responsible for the funds. Shared financial responsibility for each Joint Powers Program will be recommended by the STEERING COMMITTEE and shall be included in each respective agreement.

ARTICLE 6: CAPITAL IMPROVEMENT PROJECTS AND JOINT POWERS PROGRAM CONSIDERATION

The SCHOOL DISTRICT and CITY agree to consider joint ventures in the development of recreational/athletic facilities that serve and are mutually beneficial to both the SCHOOL DISTRICT and CITY. Capital Improvement Projects or shared Joint Powers Programs will be cooperatively developed by the SCHOOL DISTRICT's Directors of Community Education and Athletics, and the CITY's Director of Parks and Recreation, for approval by the STEERING COMMITTEE. Potential Capital Improvement Projects and Joint Powers Programs will be reviewed at least annually by the STEERING COMMITTEE. Final consideration and approval of any Capital Improvement Project or Joint Powers Program will be made by the SCHOOL DISTRICT's and CITY's respective governing body.

ARTICLE 7: FUNDING AND ON-GOING MAINTENANCE OF CAPITAL IMPROVEMENT PROJECTS AND JOINT POWERS PROGRAMS

Cost sharing of approved Capital Improvement Projects and Joint Powers Programs will be negotiated individually and finalized in a written agreement signed by the SCHOOL DISTRICT's and CITY's governing bodies, with the signed agreement incorporated into this Agreement as an addendum.

The governmental unit that owns the land upon which the capital improvement projects are developed shall serve as the fiscal host as outlined in each respective addendum.

ON-GOING MAINTENANCE: Upon completion of a Capital Improvement Project, on-going maintenance shall be completed as agreed upon by the appropriate parties with a maintenance plan finalized in a written agreement, which may be incorporated into this Agreement as an addendum. The governmental unit that owns the land upon which the facility is located shall be responsible for maintaining long-term facilities maintenance plans for 10 years. The party responsible for the on-going maintenance responsibilities shall, at least annually, communicate all plans for maintenance or capital projects in which the partner governmental unit is requested to share the cost. This ensures both parties are able to appropriately budget taxpayer funds.

All current (2025) existing agreements are included as ADDENDUMS A-B and fully incorporated herein.

ARTICLE 8: REVIEW, RENEWAL AND TERMINATION

This Agreement shall remain in full force and effect until it is terminated in a manner provided herein and will be reviewed biannually on odd years.

This Agreement shall terminate when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction or when the CITY or SCHOOL DISTRICT agree to

terminate this Agreement upon a certain date. Termination shall not discharge any liability incurred by the Parties during the term of this Agreement. Any financial obligation incurred by the SCHOOL DISTRICT, or CITY pursuant to this Agreement shall continue until discharged by law, this Agreement, or any subsequent agreement of the Parties.

The terms for each approved Capital Improvement Project or Joint Powers Program are outlined in each respective addendum and shall continue in full force and effect until terminated by either party by written notice to the other party at least one year prior to the date of desired termination.

Upon the execution of this Agreement, the Hastings Community Education/Recreation Joint Powers Agreement executed by the Parties on May 2, 2001, shall be terminated and have no further force and effect.

ARTICLE 9: DISTRIBUTION OF PROPERTY

Any property acquired as the result of a shared Capital Improvement Project or Joint Powers Program shall be distributed in proportion to the contribution of the Parties hereto in the event of termination of this Agreement or included as a part of any Addendum.

ARTICLE 10: LIABILITY AND INDEMNIFICATION

- A. Hold Harmless. Each party to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to defend, indemnify and hold harmless the other party, and its officers, employees and agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees, which the other party may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, and its officers, employees or agents, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall require a party to defend, indemnify or hold harmless the other party for the other party's own acts or omissions.
- B. Liability Limits. It is understood and agreed that the liability of the SCHOOL DISTRICT and CITY shall be limited by the provisions of Minnesota Statutes, Chapter 466, and/or other applicable law(s). The hold harmless provision of this Agreement does not constitute a waiver by either party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the SCHOOL DISTRICT and CITY pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the SCHOOL DISTRICT and CITY that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), as amended. Each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

ARTICLE 11: NOTICES

Any notification required to be provided pursuant to this Agreement shall be communicated to the named persons, in the positions stated below, or their successors in title, at the following addresses, unless stated otherwise in this Agreement or in a subsequent modification to this Agreement:

Independent School District No. 200
Attention: Superintendent
1000 West 11th Street
Hastings, MN 55033

City of Hastings
Attention: City Administrator
101 4th Street East
Hastings, MN 55033

ARTICLE 12: GENERAL PROVISIONS

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- B. Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office. Rules and regulations may be amended by a vote of the CITY and SCHOOL DISTRICT, provided that at least ten (10) days prior notice of the meeting has been furnished to each party.
- C. Non-Discrimination. During the performance of this Agreement, the parties shall not discriminate against any individual necessary to perform any services under this Agreement because of race, color, creed, religion, national origin, sex marital status, status with regard to public assistance, disability, sexual orientation or age.
- D. Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection, and all remaining portions, sections or subsections shall remain in full force and effect.
- E. Assignment. The parties may neither assign nor transfer any rights or obligations under this Agreement without the written agreement of all parties.

- F. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- G. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- H. Venue. The venue for all proceedings out of this Agreement must be in the appropriate court of competent jurisdiction in Dakota County, Minnesota.
- I. Data Practices Compliance. The parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement.
- J. Waiver. A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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IN WITNESS WHEREOF, the undersigned parties, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59 on the date shown below.

CITY OF HASTINGS

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

Date

INDEPENDENT SCHOOL DISTRICT NO. 200

Dr. Kristine Wehrkamp Herman, Superintendent

Date