

**JOINT POWERS AGREEMENT  
BETWEEN  
CITY OF RED WING AND  
RED WING SCHOOL DISTRICT**

This Agreement is entered into by and between the City of Red Wing (“City”) and Independent School District No. 256, Red Wing (“District”), for the purpose of providing community recreation programming in City-owned parks and facilities (the “Programming”).

WHEREAS, in the interest of providing a variety of community recreation experiences, the City and the District wish to cooperate to provide the Programming; and

WHEREAS, the City and the District believe that by working together to provide the Programming, they can save public funds.

NOW THEREFORE, the parties hereto, in consideration of the mutual agreements contained herein, agree to cooperate pursuant to authority granted by Minnesota Statutes Section 471.59 to provide recreational activities and facilities to serve all children and adults within the District, and to that end do agree as follows:

**Section 1. District Responsibilities.** The District, through its Community Education Division, will manage the overall Programming operation. This includes, but is not limited to, the following planning, scheduling, and operating of events and activities:

- A. Develop and determine specific events and activities to be offered.
- B. Administer registration for all classes provided at City locations.
- C. Maintain a master facility use and field schedule coordinating all event and activity times and locations.
- D. Conduct all marketing, advertising, and promotion of Programming which includes educational classes and facility scheduling.
- E. Operate the Red Wing Athletic Field and South Park (Carol Ann Piruis) outdoor ice rinks on City property, including cleaning of the warming houses and flooding of the ice rinks.
- F. Conduct market analysis and promotion of all Programming.
- G. Facilitate an advisory board of community representatives, which must include at least one City staff person.
- H. Provide budgeting and accounting for all Programming.
- I. Determine all fees for Programming.
- J. Provide revenue intake from Programming.
- K. Provide all seasonal workers and employee supervision for operations of the ice rinks and City Aquatic Center, which includes such positions as the following: life guards, warming house attendants, park naturalists, cleaning services, concession-stand workers and admission ticket sellers. Money collected from Aquatic Center admissions and concession stand sales are to be deposited with the City.
- L. Provide all personnel necessary for the Programming, including all volunteer coordination and supervision.
- M. Provide a quarterly report and invoice to the City over the course of each year that includes the expenses and revenues related to the Programming and activities offered through the Programming. District will provide itemize invoices per instructions provided by City finance personnel separating out reimbursements related to Aquatic Center, ice rinks and personnel costs. At the end of each

calendar year, the District must submit all outstanding invoices by January 30<sup>th</sup> to receive compensation for work performed in the previous calendar year.

**Section 2. City Responsibilities.** In consideration of the above, City agrees to:

- A. Pay the Red Wing School District Community Education Department an amount not to exceed Ninety Five thousand dollars (\$95,000.00) in the first year of this agreement to cover the time period of January 1 to December 31, 2021. These funds must support the positions of Community Recreation Coordinator, Park Naturalist, and Administrative Assistant. Each subsequent year's reimbursement amount will be adjusted per the amount negotiated through the School District's Cost of Living Adjustments (COLA) and other salary adjustments applicable to the positions.
- B. Reimburse District for all salary, benefits and hiring-related expenses for temporary staff employed at the Aquatic Center and ice rinks. Additional operational expenses will also be reimbursed for such things to include: concession stand consumables, advertisements, wrist bands and miscellaneous supplies. City reimbursement to the District will not exceed the amount approved in the City's annual budgeted amount for Aquatic Center and ice rink operations.
- C. Provide use of the City-owned parks, fields, and facilities for District led recreational programming, subject to the method of approval established pursuant to paragraph 2(F).
- D. Provide water, heat, electricity, grounds' maintenance, refuse pickup and building operations during normal working hours for Program use of the City facilities.
- E. City is not responsible for janitorial services at the Aquatic Center and ice rink warming houses.
- F. Work with the District to coordinate the use of facilities for Programming.
- G. Provide regular grounds and building maintenance for all City facilities with the exception of outside ice rinks listed in paragraph 1(E).

**Section 3. Bi-Annual Meetings.** Twice a year, the District and the City agree to jointly hold meetings in March and November to review this Agreement and the Programming provided pursuant to this Agreement. These meetings shall include an evaluation of program operations, a review of revenues and expenses, and discussion of any revisions to this Agreement. Key representatives from both the District and the City, such as the City Public Works Director, an elected City Councilmember, District Community Education Director or their designee, and an elected School Board Member must be present at all meetings held under this Section. Both parties have the right to call a special meeting in the event of an emergency.

**Section 4. Disposition of Property.** This Agreement does not create any kind of joint powers entity. The parties do not contemplate acquiring any property as a result of the cooperative exercise of the powers herein. Each party shall retain ownership of its own equipment and property. The District shall keep all revenue from Programming under this Agreement. In the event this Agreement is terminated before the end of the annual period as set forth in Paragraph 2(A), the District will return to the City a pro-rated amount of the funds paid by the City.

**Section 5. Complaints.** If either party believes that the other party is not fulfilling the performance obligations established by this Agreement, it shall give written notice of its concern to the other party. The party receiving the complaint shall within thirty (30) days deny the complaint, correct the situation and/or respond in writing explaining the mitigating circumstances or why a remedy cannot be achieved.

**Section 6. Term and Termination of Agreement.** This Agreement shall remain in force for as long as is agreeable by the parties. This Agreement may be terminated by either party, by written notice to the other party, stating that the party wishes to terminate the Agreement. The termination shall be effective 90 days

from the date on which the notice is received, unless an alternative date is mutually agreed upon, in writing, by both parties.

**Section 7. No Joint Powers Board.** Nothing in this Agreement may be construed to create a joint powers board with the power to make decisions. Neither party has any authority or power to take any unilateral action that could legally bind the other party. The parties maintain sole responsibility for all employment and administrative functions related to their individual employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (*e.g.*, workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances. The District will be solely responsible for employing or contracting with all individuals who provide the Programming and operations of the Aquatic Center and ice rinks named in paragraph 1(E).

**Section 8. Insurance.** The City will be responsible for insuring its facilities. Each party must maintain insurance in at least the limits set forth in Minnesota Statutes Section 466.04, as amended, to cover their actions under this Agreement. Each party is also responsible for providing workers' compensation insurance, as required by Minnesota law, and automobile coverage for its own employees.

**Section 9. Indemnity.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. To the full extent permitted by law, this Agreement is 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, all as set forth in Minnesota Statutes, Section 471.59, subdivision 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. To the fullest extent permitted by law, each party agrees to defend and indemnify the other party from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the acts, errors or omissions of the party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

**Section 10. Notices.** Any notice given under this Agreement shall be deemed given on the first business day following the date the same is deposited in the United States Mail, addressed as follows:

If to the District:	Director of Community Education and Recreation Independent Sch. Dist. No. 256 2451 Eagle Ridge Drive Red Wing, MN 55066
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If to City:	Public Works Director City of Red Wing 229 Tyler Rd North Red Wing MN 55066
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**Section 11. Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

**Section 12. Counterparts.** This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and intend to be bound by it.

**CITY OF RED WING**

**INDEPENDENT SCHOOL DISTRICT  
NO. 256, RED WING PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Michael Wilson, Mayor

By: \_\_\_\_\_  
Karsten Anderson, District Superintendent

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

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

By: \_\_\_\_\_  
Kay Kuhlmann, Council Administrator

By: \_\_\_\_\_  
Pam Roe, School Board Chair

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

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

By: \_\_\_\_\_  
Teri Swanson, City Clerk

By: \_\_\_\_\_  
Jennifer Tift, School Board Clerk

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

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