

JOINT POWERS AGREEMENT

THIS AGREEMENT, is made and entered into by and between Independent School District No. 877 and Independent School District No. 885 pursuant to the provisions of Minnesota Statutes Section 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually; and

WHEREAS, Independent School District No. 877 and Independent School District No. 885 desire to make available to each party the administrative and financial benefits of cooperative purchasing, and selling with respect to common items used by the parties for data storage and management, administrative and general needs; and

WHEREAS, Independent School District No. 877 and Independent School District No. 885 wish to combine their purchasing and other administrative and financial powers in order to secure the most favorable terms and conditions on the purchase of equipment, materials, services and supplies, for data storage and management, administrative and general needs;

THEREFORE, in instances where the parties agree it would be mutually advantageous, it is hereby agreed, by and between the parties hereto as follows:

1. Joint Purchasing.

- A. When authorized and requested by Independent School District No. 877, Independent School District No. 885, through its technology department, shall: make joint purchases for Independent School District No. 877 and Independent School District No. 885 or permit Independent School District No. 877 to make purchases under existing Independent School District No. 885 contracts for data storage and management, administrative and general needs, or for equipment, materials, services and supplies in compliance with the state and federal purchasing statutes, including, but not limited to, competitive bidding when required.
- B. When authorized and requested by Independent School District No. 885, Independent School District No. 877, through its technology department, shall: make joint purchases for Independent School District No. 885 and Independent School District No. 877, or permit Independent School District No. 885 to make purchases under existing Independent School District No. 877 contracts for data storage and management, administrative and general needs, or for equipment, materials, services and supplies in compliance with the state and federal purchasing statutes, including, but not limited to, competitive bidding when required.

- C. When making a joint purchase, Independent School District No. 877 and Independent School District 885 shall first consult to ensure that requirements of both jurisdictions and the specifications for the equipment, materials, services and supplies meet the needs of each district.
- D. When the competitive bidding process is followed, the designated technology department shall open the bids or solicitations and award the contract to the lowest responsible bidder. The designated district will serve as the fiscal host and will bill back the other district with appropriate inventory and documentation of the purchase. The receiving district will submit payment to the purchasing district within 30 days of receipt of the purchase documentation.
- E. By mutual agreement, one district may purchase equipment, materials, services and supplies on behalf of the other district. The purchasing district will serve as the fiscal host and will bill back the other district with appropriate inventory and documentation of the purchase. The receiving district will submit payment to the purchasing district within 30 days of receipt of the purchase documentation.
- F. Each district may also purchase equipment, materials, services and supplies separately outside of this agreement.
- G. Each district shall be separately accountable for its own expenditures of public funds made hereunder. All funds shall be disbursed according to the established procedures of the paying district.
- H. Neither district shall assume any responsibility for the accountability of funds expended by the other district or the issuance of a purchase document by the other district.
- I. As mutually agreed upon, the districts may share the costs associated with the shared purchasing or bidding process.
- J. Equipment purchased and owned jointly will be considered to have a five-year useful life and be depreciated equally over the five-year period. In the event of rescission of this agreement, the district retaining and taking sole ownership of the equipment will compensate the other district based on the value of the item's remaining useful life value (i.e. \$1000 initial purchase, dissolution after 3 years, retaining district reimburses other district \$400) ($\$1000 - (\$1000/5 \times 3) = \400).

2. Data Storage and Maintenance.

- A. The districts agree to maintain and annually review or amend the terms and conditions of the joint powers agreement and the service level agreement (SLA) that defines management of and access to jointly purchased and managed hardware and software. The SLA will define responsibilities and jointly determined expectations of service levels, including, but not limited to, the districts' responsibilities under the Minnesota Government Data Practices Act, Family Educational Right to Privacy Act and Records Retention Act and data storage equipment responsibilities, including security, location, data backup, maintenance and environmental controls. The SLA will also define disaster recover policies and procedures including but not limited to security, data backup and privacy, environmental controls, and response time.
- B. Each party agrees to designate a representative for management and compliance with this agreement and that designation shall be defined in the SLA.

3. Hold Harmless and Insurance.

- A. Independent School District No. 877 agrees to hold y harmless Independent School District No. 885 in the event of damage to equipment or data integrity due to acts of God or other events beyond the control of the Independent School District No. 885 and without any fault or negligence of Independent School District No. 885 and for any claims, liability, loss, damage or expense arising under provisions of this Agreement for which Independent School District No. 877 and/or Independent School District No. 877's employees or agents are responsible.

Independent School District No. 885 agrees to hold harmless Independent School District No. 877 in the event of damage to equipment or data integrity due to acts of God or other events beyond the control of Independent School District No. 877 and without any fault or negligence of Independent School District No. 877 and for any claims, liability, loss, damage or expense arising under provisions of this Agreement for which Independent School District No. 885 and/or Independent School District No. 885's employees or agents are responsible.

Nothing in this Agreement shall be construed to constitute an agreement for either district to be responsible for the acts or omissions of the other.

- B. The district hosting jointly purchased and owned equipment will purchase a rider to its general liability insurance covering the jointly owned equipment and including the other district as an additional insured and loss payee thereunder. The cost of the rider will be shared equally by the districts.

4. Dispute Resolution.

Any dispute regarding the terms and conditions of purchase, sale, or data storage and management arising under this Agreement shall first be discussed between the representative for management and compliance and the superintendent of both school districts within ten (10) days written notice from one district to the other. In the event that the dispute is not resolved within thirty (30) days of the aforementioned meeting, the districts agree to submit any disputes arising hereunder to binding arbitration before the American Arbitration Association. It is understood and agreed that each district will bear its own respective costs resulting from said proceedings. It is further understood that each party shall be responsible for one-half of the costs imposed by the American Arbitration Association.

5. Third Party Usage of Fiber Optic Infrastructure.

- A. Upon mutual agreement, third party use of infrastructure may be permitted as allowed under Minnesota Statutes.
- B. Any offset of expense generated by third party use of owned and leased fiber will be divided equally between the two parties.

6. Termination and Notices.

- A. This agreement shall be in effect until rescinded by either district upon a ninety (90) day written notice to the other district.
- B. Whenever it is required or permitted by this Agreement that notice be sent to either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States certified mail to the addresses set forth below. Such notice shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows:

Independent School District No. 877
214 1st Avenue NE
Buffalo, MN 55313

Independent School District No. 885
11343 50th Street NE
Albertville, MN 55301

IN WITNESS WHEREOF, Independent School District 877 and Independent School District 885 have executed this agreement to be signed and approved by the proper officers of each of the contracting parties, on the dates written below.

Authorized Representative
ISD No. 877

Authorized Representative
ISD No. 885

Title

Title

Date

Date