

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

This Joint Powers Agreement is made and entered into between Independent School District No. 200 hereinafter called the SCHOOL DISTRICT and the City of Hastings hereinafter called the CITY pursuant to the authority granted in Minnesota Joint Powers Act (M.S. 471.59).

ARTICLE 1: PURPOSE

The purpose of this agreement is to jointly explore opportunities for collaboration in Joint Powers Programs pursuant to M.S. 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:

- Superintendent of Schools
- Three School Board Members;
- One member, at-large appointed by the School Board;
- City Administrator;
- Three City Council Members;
- One member, at-large appointed by the City Council.

The Directors of Community Education and 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 each entity. Members shall continue in office until their successor has been duly named and qualified. The STEERING COMMITTEE shall elect officers as it deems necessary, except the Director of Community Education who shall serve as the executive secretary and chairperson of 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 the program.
- B. Establish an annual operating budget, and recommend to their respective governing bodies, expenditures of funds necessary to carry out functions of all established Joint Powers Programs.
- C. 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 of each year. Specific dates and times will be set by the Steering Committee.

Each SPONSOR shall endeavor to make application for all State and Federal grants and funding programs and private and foundation resources that may be available to it to fund any items of expense of the Joint Powers Programs, including salaries; provided that in such SPONSOR'S opinion, the requirements of conditions necessary to obtain grants and programs acceptable to it.

and recommended

ARTICLE 4: CITIZEN INVOLVEMENT

The STEERING COMMITTEE shall direct the directors of Community Education and Parks and Recreation to work with appropriate community groups, community organizations, community agencies and advisory committees (e.g. Senior Citizens Advisory Committee, Special Services Advisory Committee, Athletics Advisory Committees, etc.) to accomplish the purposes of the Joint Powers Programs.

ARTICLE 5: PROGRAM FUNDS

All public program funds for the joint administration of the Joint Powers Programs shall be paid into and disbursed by the SCHOOL DISTRICT in a manner provided by law. Contracts let and purchases made under the agreement shall conform to the requirements applicable to contracts and purchases of the SCHOOL DISTRICT. Strict accountability of all funds and reports of all receipts and disbursements shall be provided for by the SCHOOL DISTRICT. Shared financial responsibility for each Joint Powers Program will be determined by the Joint Powers Steering Committee.

Within 30 days after the conclusion of the CITY'S fiscal year (January 1st), the SCHOOL DISTRICT shall submit an annual billing for expenditures incurred for the operations of the approved Joint Powers sponsored Programs. The annual billing will include supplemental financial documents which support annual expenditures and revenues.

ARTICLE 6: CAPITAL IMPROVEMENT PROJECTS

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 will be cooperatively developed by the directors of Community Education, Athletics, and Parks and Recreation, for approval by the STEERING COMMITTEE. This Plan will be reviewed annually by the STEERING COMMITTEE.

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

Cost sharing of Capital Improvement Projects will be negotiated individually, and each project will require a unique agreement. Shares may include cash and in-kind contributions. Land purchases or ownership of property is not considered part of the cost.

Project cost overestimate/underestimate; cost increase/reductions will be shared on the same basis as the original cost.

The governmental unit that owns the land upon which the capital improvement projects are developed shall be responsible for payment of the project and billing for the cost sharing of the project.

ON-GOING MAINTENANCE: Upon completion of the capital project, on-going maintenance shall be per agreement.

ARTICLE 8: JOINT POWERS PROGRAMS

See attached agreement(s) for programs currently administered by the SCHOOL DISTRICT and CITY pursuant to this AGREEMENT:

1. Hastings Senior Center Program Agreement

ARTICLE 9: TERMINATION

This AGREEMENT 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.

ARTICLE 10: DISTRIBUTION OF PROPERTY

Any property acquired as the result of this AGREEMENT shall be distributed in proportion to the contribution of the parties hereto in the event of termination of this AGREEMENT.

ARTICLE 11: 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. 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.

To: Trent and Kim
From: Tim Collins
Date: 4-11-2017

Thanks for taking the time to meet with me today....along with Tom Johnson as well. The following is what I have pieced together from folders, with the inability to find out what the original arena cost back in the 1970's. I don't really need that information for this "memory sheet" that I am pulling together.

I will place this document in Kim's folder for future administration to review if need be.

- A. The original Hockey Arena was built in the 1970s.
- B. In 1998 – probably due to the fact that Girls' Hockey was now a MSHSL sponsored sport, the City of Hastings approached the Hastings School District to jointly pay for the 2nd sheet of ice/arena. There is a document that outlines the following dollar figures:

Projected bond cost of:	\$850,000
Total 20 year payments:	\$1,329,597.50
City portion	\$500,000
School District portion:	\$250,000

Note: The city and school portion only totals \$750,000 of a projected \$850,000 cost....so I am guessing that there might have been some booster money put toward the project??

The annual cost for the school district was projected at: \$23,267 with final payment - January of 2017.

- C. In 2005, I tell Dave Osberg that I don't want to keep taking this amount out of capital dollars, turn it into an hourly charge so that we can lease levy for the 2nd sheet of ice. He agrees and the hourly rate was increased by about \$67 an hour to equate to the \$23,267 owed payment for the construction costs that were owed for the 2nd sheet of ice. This hourly rate is listed at "other cost" on our annual billing.

Note: When the 2nd sheet was added, there was an additional cost to the city for cleaning of the area, bathrooms, locker rooms etc. So we lease for \$12 an hour to help cover the cost of the cleaning of the facility....and we list it as "other." -☺ \$12 x 355 hours = \$4,260 for the year.

- D. In 2008 the City of Hastings informs the district that the original ice refrigeration system needs to be replaced on the East Rink. (Original) The total cost for this project was \$432,975. The city asked that we pay 30%.

School district 30% = \$129,892.50

At this time I made the decision to make a (one – time) payment for this project instead of lease levying for it. I am not 100% certain of my rationale but I am assuming that it was a combination of two factors:

1. We had recently entered into a lease levy to do the Library Media Center at JFK Elementary.
2. I was trying to get out of lease levy situations for Community Education Space, ALC, Senior Center, Etc.....as I was trying to move those programs under one roof.

As of the typing of this document all of the payments for the sheets of ice and refrigeration are now complete. We are being charged an hourly rate of:

\$12 for cleaning	\$4,200 estimate
\$180 for ice time	\$64,000 estimate

HISTORY OF JOINT POWERS

- 1973-74** Established Community Education Recreation Joint Powers program and agreement; Paul Embretson was hired as the first Community Education Director. Programs included: Summer Recreation (T-Ball, softball, baseball, swimming lessons and open swim at Outdoor pool, summer gymnastics program), programs for senior citizens, blood pressure screenings;
- 1974-75** Added a Senior Citizens Coordinator to the staff;
- 1977-78** Established Special Services program (program for youth & Adults w/ disabilities) and hired a coordinator to develop this program;
- 1980** Marty McNamara hired as Parks & Recreation Director;
- 1981** Paul Embretson retires;
Don Kramlinger hired as Community Education Director;
- 1982-83**
- Re-organized summer program. Organized HYAA. Organized PITS program;
 - Cooperatively planned and built Vets Park Athletic Complex;
 - Established Adult league user fee (\$4/player per sport season);
 - Organized Senior Center @ high school with a grant from Met Council;
- 1983-84** Organized volunteers to run the Flag Football, Volleyball and Basketball programs;
- 1986-87** Organized Hastings Youth Basketball Association;
- 1991** Conducted a collaborative, comprehensive "Health, Wellness and Recreation Needs Assessment" with the City, School District and Regina Medical Center
- 1996** Moved Senior Center to Westview Mall;
- 1999** Moved Senior Center to 213 Ramsey St.
- 2004** Marty McNamara retires. Barry Bernstein hired as new Parks & Recreation Director.

Cooperative Planning for:

New High School facilities (field house and athletic facilities)
2nd sheet of ice @ the Arena
Joint Maintenance Facility

Capital Outlay Projects:

1982-1995 Various Joint Powers Capital outlay projects cost shared (70%-30% split)

**Capital Outlay Projects
Joint Powers Historical Summary**

		City	School
1982-83			
<input type="checkbox"/> Vets Park built	\$260,000.00	(A)	(A)
1983-84			
<input type="checkbox"/> Kennedy Shelter built	\$11,100.00	\$3,330.00	\$7,770.00
<input type="checkbox"/> Tennis Courts Resurface	\$16,000.00	\$11,200.00	\$4,800.00
1984-85			
<input type="checkbox"/> Vets Park Storage shed built	\$4,000.00	\$2,800.00	\$1,200.00
<input type="checkbox"/> Vets Park batting cage installed	\$1,800.00	\$1,260.00	\$540.00
<input type="checkbox"/> Vets Park bleachers installed	\$6,000.00	\$4,200.00	\$1,800.00
1985-86			
<input type="checkbox"/> Kennedy Soccer field upgraded	\$4,000.00	\$1,200.00	\$2,800.00
<input type="checkbox"/> Ag lime installed @ Conzemius, Pioneer and Wilson Parks	\$15,000.00	\$10,500.00	\$4,500.00
<input type="checkbox"/> Backstops installed @ Kennedy, Lions & Westview Parks	\$6,000.00	\$3,000.00	\$3,000.00
1986-87			
<input type="checkbox"/> Sr. High Tennis Courts resurfaced	\$46,000.00	\$13,800.00	\$32,200.00
<input type="checkbox"/> HYAA Soccer field @ Kennedy added	\$5,000.00	\$1,500.00	\$3,500.00
<input type="checkbox"/> Lighting 2 fields @ Vets Park	\$42,000.00	\$29,400.00	\$12,600.00
1987-88			
<input type="checkbox"/> Vets Park baseball hood added	\$1,224.00	\$856.80	\$367.20
<input type="checkbox"/> Vets Park Bleachers added	\$2,579.00	\$1,805.30	\$773.70
<input type="checkbox"/> Vets Park Asphalt Driveway added	\$24,000.00	\$16,800.00	\$7,200.00
<input type="checkbox"/> Senior Center Parking lot added	\$5,000.00	\$1,500.00	\$3,500.00
1988-89			
<input type="checkbox"/> Light Roadside Tennis Courts	\$25,000.00	\$17,500.00	\$7,500.00
1989-90			
<input type="checkbox"/> Resurface Roadside Tennis Courts	\$50,000.00	\$35,000.00	\$15,000.00
<input type="checkbox"/> Add 2 additional courts @ HS	\$15,000.00	\$4,500.00	\$10,500.00
1990-91			
<input type="checkbox"/> Develop Vets Park Soccer fields	\$160,000.00	\$112,000.00	\$48,000.00
<input type="checkbox"/> Light 2 additional softball fields @ Vets	\$44,000.00	\$30,800.00	\$13,200.00
1994-95			
<input type="checkbox"/> Portable HYAA Soccer goals	\$6,000.00	\$3,000.00	\$3,000.00
1995-96			
<input type="checkbox"/> Lighting Vets Park Baseball field	\$32,000.00	\$22,400.00	\$9,600.00
2000 - 01			
<input type="checkbox"/> Construction of high school athletic fields		(B)	(B)
Total:	\$521,703.00	\$328,352.10 62.94%	\$193,350.90 37.06%

(A): Excluded from total since the new high school fields are not included and used extensively in the summer by HYAA.

(B): Discussion occurred regarding City's participation in developing the new fields at the new high school. Was determined this would be a part of the total school bond issue.