RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

12-0102R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A JOINT POWERS AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT 709, DULUTH PUBLIC SCHOOLS, TO PROVIDE FOR COMMUNITY EDUCATION AND RECREATION PROGRAMS THROUGH COLLABORATION AND COORDINATION OF RESOURCES.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized and directed to enter into a joint powers agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with Independent School District 709, Duluth Public Schools, to provide for community education and recreation programs through joint usage, operation, sponsorship, and administration of facilities, maintenance services, community education, and recreation programs and services.

Approved:

for Jeffrey J Cox

Department Director

Approved for presentation to council:

Daniel Montgomery

Chief Administrative Officer

Approved as to form:

Susan Johnson

Attorney

Approved:

Auditor

PARKS LP:slw 2/21/2012

STATEMENT OF PURPOSE: This resolution authorizes a joint powers agreement between the city and Independent School District 709, Duluth Public Schools. The joint powers steering committee, established under the joint powers agreement, will meet on a regular basis to collaborate and coordinate joint usage, operation, sponsorship, and administration of facilities, maintenance services, community education, and recreation programs and services resulting in availability and efficient use of community resources for all citizens.

JOINT POWERS COLLABORATIVE AGREEMENT

This Joint Powers Agreement, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between Independent School District No 709, Duluth Public Schools ("School District"), and the City of Duluth ("City").

ARTICLE I
RECITALS

WHEREAS, the parties have identified a need to work together to provide community education and recreation programs;

WHEREAS, the governing bodies of the City and School District are mutually interested in assuring public facilities are available for the joint use of district students and the greater Duluth community;

WHEREAS, financial constraints placed upon the City and the School District have prevented either party from independently fully providing the facilities and the services the parties' customers need and expect and in the interest of creating efficiencies, full cooperation between the City and School District is necessary;

WHEREAS, said governing bodies are authorized to enter into agreements with each other under Minnesota Statute Section 471.59, and to undertake mutually those things necessary or convenient to aid and cooperate in the cultivation of the community's health, education and vitality; and

WHEREAS, the parties desire to set forth the respective rights and obligations of the parties to this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

ARTICLE II
DEFINITIONS

2.1 "School District" refers to Independent School District No. 709, Duluth Public Schools

2.2 "City" refers to the City of Duluth

2.3 "JPSC" refers to the Joint Powers Steering Committee

ARTICLE III
PURPOSE

3.1 Purpose:

The purpose of this Joint Powers Collaborative Agreement is to collaborate and coordinate in the provision of social, educational, vocational, neighborhood and recreational services ("Programs") and joint use facilities ("Facilities") to members of the community. Specifically, it is the intention of the parties to collaborate and coordinate resources in order to eliminate duplication of effort and maximize the effectiveness of the services provided. Said Programs and Facilities will be implemented over a period of years and will be memorialized in specific purpose agreements ("Purpose Agreements") outlining the parties specific rights and obligations.

3.2 Accomplishment of Purpose:

This Agreement creates a Joint Powers Steering Committee (JPSC), through which the goal enumerated in Article III, § 3.1 may be achieved.

ARTICLE IV
TERM

4.1 Term:

The term of this Agreement shall commence on the Effective Date and will remain in effect subject to written termination by either party. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party

ARTICLE V
JOINT POWERS STEERING COMMITTEE

5.1 Creation of Joint Powers Steering Committee:

The parties agree to create a JPSC representative of both governing bodies, to review past governance structures, develop and bring forth a recommendation for a joint use document with a structure to oversee the implementation of joint use initiatives.

5.2 Composition of Joint Powers Steering Committee:

Membership of the JPSC will include four (4) representative members appointed by the City's Mayor and four (4) representative members appointed by the School's Superintendent. Representatives appointed will represent the following areas of the City and School District: community recreation and education programs; facilities management and operations; school activities and maintenance operations; and administration.

5.3 Meetings:

The JPSC shall meet at least quarterly each year at times and places established by the JPSC. A schedule of such meetings shall be available at the-administrative offices of the City and the School District.

5.4 Voting:

Each member of the Joint Powers Steering Committee shall have one (1) vote.

5.5 Quorum:

A quorum of the Joint Powers Steering Committee shall consist of five or more Committee Members for the purpose of voting on actions or advice to be forwarded to the District Administration or School Board, or to the City Administration/Mayor or City Council for final action or implementation.

ARTICLE VI
POWERS

6.1 Powers:

The JPSC shall have all the powers granted to it by the School District and the City, in accordance with this Agreement, or resolutions adopted by both the City and the School District, including but not limited to:

a. Adopting by-laws consistent with this Agreement and applicable law;

b. Completing an organization format and formulating such other operating rules and procedures as may be useful, desirable and necessary to permit it to function as a committee intended to recommend essential matters associated with the Purpose;

c. Advising its respective board or governing body of the activities of the JPSC and recommending to its respective board or governing body individually which of its resources, facilities and personnel could be made available to accomplish the general purposes of this Agreement;

d. Reviewing policies and procedures and making recommendations regarding collaborative programs and services and joint use of facilities; and

e. Publicizing and engaging in collaborative programs and services and joint use of facilities as agreed to by the parties.

ARTICLE VII
RESPONSIBILITIES

7.1 Responsibilities:

Subject to the power and authorities granted to it, the JPSC will be responsible for the development, drafting, periodic review, and amendment of specific Purpose Agreements that will establish the terms and conditions relating to the implementation of programming and operations of jointly used facilities for the citizens of Duluth.

ARTICLE VIII
INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 To full extent permitted by law, action by parties pursuant to this Agreement are 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, as set forth in M.S. § 471.59, Subd. 1 a (a), provided further that for purposes of that statute, each party to the Agreement expressly declines responsibility for the acts or omissions of the other parties. The parties to this Agreement are not liable for the acts or omissions of the other party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other party.

8.2 Nothing herein will be construed as a waiver by the either party of any immunity, defenses or other limitations on liability to which either party is entitled by law.

8.3 Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE IX
NOTICE

Notices required to be given under this Agreement shall be given to the following recipients:

For the City:
Director of Public Administration
City of Duluth
Room307, City Hall
411 W. 1st Street
Duluth, MN 55802

For the School District:
Kerry M. Leider
Property and Risk Manager
Duluth Public Schools
215 North 1st Ave. East
Duluth, MN 55802

ARTICLE X
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

By: _____
Mayor

Attest:

_____
City Clerk

Date: _____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

INDEPENDENT SCHOOL DISTRICT 709
DULUTH PUBLIC SCHOOLS

By: _____
Board Chair

By: _____
Board Clerk